

1997 MAY -2 PM 2:13 97110110
THIS IS NOT A

CERTIFIED

This Instrument Prepared by:
MOLLOY & JAMES
325 South Boulevard
Tampa, Florida 33606

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

ufc: 970434
UNITED TITLE GUARANTY CO.
916 LITHIA PINECREST ROAD
BRANDON, FL 33511

20
13

978549 61132

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
PINE GROVE RESERVE**

THIS DECLARATION, is made this 28th day of April 1997, Franklin Development Corporation (hereinafter referred to as "Developer"), whose address is P.O. Box 1558, Valrico, Florida 33594.

WITNESSETH:

WHEREAS, the Developer is the owner of certain property in Hillsborough County, Florida (Property), more particularly described as follows:

Pine Grove Reserve, as recorded at Plat Book 78 Page 41 ~~385588~~ in the Public Records of Hillsborough County, Florida.

WHEREAS, Developer is developing the Property into a residential community of single family homes; and

WHEREAS, Developer intends and desires to impose certain covenants, restrictions, easements, conditions, and liens upon the Property and the use thereof, as part of a common plan of development upon the Property, and to protect its value and desirability;

NOW THEREFORE, the Developer hereby declares that the real property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I.
DEFINITIONS**

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration, the Association's Articles of Incorporation ("Articles"), or the Association's By-Laws ("By-Laws").

Section 1. "Architectural Committee" shall mean the Architectural Committee, provided in Article VII hereof.

Section 2. "Articles" means the Articles of Incorporation of the Association, as may be amended from time to time.

THIS IS NOT A

CERTIFIED COPY

Section 3. "Assessment" means the amount of money assessed against an Owner for the payment of the Owner's share of common fees, expenses and any other funds which an Owner may be required to pay to the Association as set out by this Declaration, the Articles or the By-Laws.

Section 4. "Association" means Pine Grove Reserve Homeowners Association, Inc., a corporation not for profit organized or to be organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

Section 5. "Board" means the Association's Board of Directors.

Section 6. "Common Area" means all property whether improved or unimproved, or any interest therein, which from time to time is owned by the Association for the common use and enjoyment of all Owners. The initial Common Area shall consist of "Tract A," "Tract B," "Tract C," and easements noted as "Drainage Easements," "15' Utility/Pedestrian Easement," and "10' Utility Easement," as shown on the Plat. Any common walls between residences shall also be a part of the Common Area.

Section 7. "Declaration" shall mean and refer to this Declaration, together with any and all supplements or amendments hereto, if any.

Section 8. "Developer" means Franklin Development Corporation, and its successors and assigns, if such successors and assigns are designated in writing by the Developer as the successors and assigns of Developer's rights hereunder.

Section 9. "Dwelling" shall mean the residential dwelling constructed upon a Lot.

Section 10. "Lot" means any platted parcel of land shown on the recorded subdivision map or replat as recorded in the Public Records of Hillsborough County with the exception of the Common Area and portions, if any, of marked acreage.

Section 11. "Maintenance" means the exercise of reasonable care to keep buildings, homes, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy weed-free environment for optimum plant growth, and which will, as a minimum, include the mowing of all grass on a Lot.

Section 12. "Member" means every person or entity who holds membership in the Association.

Section 13. "Mortgage" means any mortgage, deed of trust, or other instrument transferring any interest in a Lot as security for the performance of an obligation. "First Mortgage" means any mortgage constituting a valid lien prior in dignity to all other mortgages encumbering the same property.

Section 14. "Mortgagee" means any person named as the obligee under any Mortgage, or the successor in interest to such person.

Section 15. "Occupant" means the person or persons, other than the Owner in possession of a Lot, and may, where the context so requires, include the Owner.

THIS IS NOT A

Section 16. "Owner" means the record owner, whether one or more persons, of the fee simple title to any Lot, including contract sellers, but excluding any other person holding such fee simple title only as security for the performance of an obligation. As the context may admit, Owner includes all persons (i) claiming any right, title or interest in a Lot by, through, or under any Owner, or (ii) lawfully upon the Properties with the consent of any Owner, express or implied, such as an Occupant.

Section 17. "Plat" means the final official plat as recorded and shall include the subdivided real property therein described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

Section 18. "Property" means the lands described as Pine Grove Reserve herein, including Lots and Common Areas as recorded in Plat Book 78, Page 41 ~~33668~~ in the Public Records of Hillsborough County, Florida.

Section 19. "Recorded" means filed for record in Hillsborough County, Florida.

Section 20. "Structure" shall mean any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, sign, signboard, temporary or permanent living quarters (including any house trailer), temporary or permanent improvement, excavation, grading, fill, ditch, diversion, dam, other thing or device which affects the flow of waters, utility shed, detached shed or other activity.

**ARTICLE II.
PROPERTY RIGHTS AND COMMON AREA**

Section 1. "Easements and Enjoyment". Each Owner has a nonexclusive right and easement of enjoyment in and to the Common Area that is appurtenant to, and will pass with, the title to every Lot, subject to the following:

a. Fees. The Association's right to charge reasonable fees for the use, safety and maintenance of any common facilities from time to time situated on the Common Area.

b. Suspension. The Association's right to suspend such Owner's right to use any facility owned or controlled by the Association for the period of unpaid assessments; or to suspend any Owner's right to use any such facility for any infraction of the Association's valid rules and regulations for a period not to exceed 60 days. No such suspension shall interfere with the Owner's access to the Lot owned.

c. Delegation of Use. Subject to such limitations as may be imposed by the By-Laws or reasonable rules and regulations adopted by the Association, each Owner may delegate his right of enjoyment in and to the Common Area and accompanying facilities, if any, to members of his family, his guests, tenants and invitees.

d. Rules and Regulations. The Association's right to adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Common Area.

THIS IS NOT A

CERTIFIED COPY

Section 2. Permanence. The benefit of all rights and easements granted by the Declaration constitutes a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive, its benefit, nevertheless, is exclusive to all Lots granted such benefit by this Declaration unless this Declaration expressly grants such benefit to additional persons. In no event does the benefit of any such easement extend to the general public except as provided in the next Section. The burden of all rights and easements granted by this Declaration constitutes a permanent servitude upon the lands affected.

Section 3. Public Easements. Developer dedicates that portion of the Properties described on the recorded plat and made a part hereof for the use and maintenance of public utility and drainage easements, together with a right of ingress and egress over and across the easement area for such purposes. Developer dedicates the Common Area for use by all utilities for construction and maintenance of their respective facilities serving the Properties; and Developer grants to such utilities jointly and severally, easements for such purposes. Easements for drainage and/or for installation and maintenance of utilities are reserved as shown on the recorded plat. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utilities company is responsible or which are common areas.

Section 4. No Partition. There shall be no judicial partition of the Common Area, nor shall Developer, or any Owner, or any person acquiring any interest in the Properties or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in cotenancy.

Section 5. Common Walls. Any common walls not wholly within the confines of a Lot shall be superficially maintained by the Owner as to the wall surface on the side of such Owner. Any structural or interior repairs to such walls shall be the responsibility of the Association. Developer hereby grants to the Association, its agents and contractors, an easement over the portion adjacent to any such wall for the making of necessary repairs, subject to reasonable hours, use and prior notice to any affected Owner.

Section 6. General Restrictions. Except with the Association's prior written consent or in accordance with the Association's rules and regulations:

- a. Obstructions.** There will be no obstruction of the Common Area, nor will anything be kept or stored on the Common Area except items installed by Developer as part of the Work, and their replacement.
- b. Alterations.** Nothing will be altered on, constructed upon, or removed from the Common Area except with the specific approval of the Association's Board of Directors.
- c. Activities.** All uses and activities upon or about the Common Area are subject to the Association's rules and regulations.

Section 7. Walls and Landscaping. Any walls and attendant landscaping constructed by the Developer as part of the subdivision improvements or otherwise, shall be kept and maintained by the Association in condition and appearance as constructed as long as the Developer continues to own a Lot, unless the Developer otherwise consents.

REC 8549 21135

THIS IS NOT A

ARTICLE III.
GENERAL USE RESTRICTIONS
CERTIFIED COPY

Section 1. Use of Lots. Each Lot may be improved and used for residential purposes only and only single family homes, approved in accordance with Article VII may be constructed thereon. No trade, business, or profession of any kind, or any activity other than that of single family residence may be conducted on any Lot. No billboards or advertising signs shall be erected or displayed thereon, except for the business of the Developer and its transferees in developing the Properties and advertising signs in furtherance thereof. No building or other improvements on a Lot shall be rented or leased separately from the rental or lease of the entire Lot, and no part of any dwelling may be used for the purpose of renting rooms or for transient accommodations. No duplex, garage apartment, or apartment house shall be erected, converted, or allowed to remain on any Lot. Notwithstanding the previous sentence, if permitted by County regulation, a separate but connected living area may be included in the dwelling, intended for use by related parties.

Section 2. View Obstructions. The Association or the Developer shall have the right, but not the obligation, to remove, relocate, or require the removal or relocation of any fence, wall, berm, hedge, shrub, tree or other thing, natural or artificial, placed or located on any Lot if the location of the same will, in the sole and exclusive judgment of the Association, obstruct the vision of a motorist upon any road within the Subdivision.

Section 3. Dwellings. Only one dwelling may be constructed on any Lot. The minimum square footage of each dwelling shall be 1000 square feet of air conditioned living space for a one story dwelling and 1200 square feet of air conditioned living space for a dwelling of more than one story, with each dwelling containing a two car garage of similar architectural style as the main dwelling unless otherwise approved by Developer.

Section 4. Screening. Except for regular collection and disposal, no receptacles for rubbish, trash, garbage or other waste material or accumulations, may be kept, stored erected or permitted anywhere within the Properties, except inside the improvements on each Lot, or completely concealed from view by a fence, wall, or landscaping.

Section 5. Temporary Structures. No structure of a temporary character, trailer, manufactured home, manufactured building, mobile home, tent, shack, garage, barn or other outbuilding or any portion of the same, or any structure of any kind which extends more than four feet above the surface of the ground and which is detached from the dwelling, shall be constructed or parked on any Lot at any time, except for a construction shack, security trailer, temporary structure or temporary toilet during construction of a dwelling, or if such structure is totally screened from view from any location outside the Lot by a fence, wall, or landscaping, or a garage with the capacity for at least two automobiles.

Section 6. Building Restriction Lines. Any dwelling placed on a Lot shall be in accord with the front yard, side yard and rear yard setback requirements set forth in the Hillsborough County Zoning Regulations. No variances will be permitted without written permission from the Architectural Committee, in addition to zoning requirements.

Section 7. Vehicular Parking. No motorized wheeled vehicles of any kind and no boats may be kept or parked on any Lot, unless completely inside a garage attached to the main residence or

THIS IS NOT A

completely screened from view from outside the Lot by fence, wall, or landscaping, except that private automobiles of the occupants, bearing no commercial signs, may be parked in the driveway or parking area on the Lot. Private automobiles of guests of the occupants may also be parked in such driveway or parking area, and except further that other vehicles may be parked in such driveway or parking area during such times necessary for service or maintenance of the dwelling or Lot or pickup and delivery service, provided that permission for such parking is granted by the Lot Owner solely for the purpose of such service. No inoperative vehicles shall be parked, repaired or maintained anywhere on the Property. No parking is permitted on the common areas, including streets, except in areas specifically designated by the Association's Board of Directors for parking. Recreational vehicles may be parked for a maximum of thirty-six (36) hours to permit loading and preparation for a trip, in locations that do not block any access to the community or to any driveways other than the driveway of the owner of the recreational vehicle.

Section 8. Window Air Conditioners, Fans, and Solar Devices. Unless the prior approval of the Architectural Committee has been obtained, no window air conditioning units, window fans, exhaust fans, or solar heating devices shall be installed on any side of a dwelling which faces a street, Common Area, or adjacent property owned by Developer.

Section 9. No trailer, basement, garage, or any outbuilding of any kind shall at any time be used as a residence, either temporarily or permanently.

Section 10. Signs. No signs of any type shall be erected on any Lot or displayed to the public on any Lot except a professional or real estate sign as described below. A professional sign shall contain only the name, address, phone number, and occupation of a resident of the Lot, and shall be no more than one square foot in size. A real estate sign shall contain only the notation "for sale", "for rent", or "for lease", the telephone number, and the name of the agent and/or real estate broker or "by owner", as applicable, and shall not be more than four square feet in area. No other signs may be erected or maintained on any Lot, and no sign may be erected or maintained on any Lot which contains any language, drawing, or any material other than the words noted above. This restriction shall not apply to signs used by the Developer at the entrance of the subdivision to identify and advertise the subdivision as a whole, nor to signs to advertise Lots and/or houses by Developer or other licensed builders engaged in the business of construction and sale of houses, during the construction and development period and provided such signs are approved by the Architectural Committee. All signs permitted by this subsection are subject to the Association's rules and regulations and the approval of the Architectural Committee, provided however that these restrictions shall not apply to signs used by Developer or his assigns to advertise the property during the promotion and construction of dwellings and sale of Lots. Developer or the Association may enter upon any Lot and summarily remove and destroy any signs which do not meet the provisions of this section, and are hereby granted an easement for this purpose.

Section 11. Aerials. No exterior radio or television mast, tower, pole, wire, aerial, antenna, dish or appurtenances thereto, nor any other exterior electronic or electric equipment, structures, devices or wires of any kind shall be installed or maintained on the exterior of any structure located on a Lot or on any other portion of a Lot, unless approved by the Architectural Committee and not located in the front yard. No satellite dish shall be permitted except those of less than one meter in diameter, and any such satellite dish must comply with standards of the Architectural Committee. The Architectural Committee created pursuant to Article VII shall adopt standards for the placement of such satellite dishes.

THIS IS NOT A

Section 12. Electrical Interference. No electrical machinery, devices or apparatus of any sort shall be used or maintained in any structure located on a Lot which causes interference with the television or radio reception in any structures located on other Lots.

Section 13. Animals. No animals, livestock, or poultry may be raised, bred or kept anywhere within the Properties, except that dogs, cats and other customary household pets, limited to a reasonable number which do not affect adjoining properties in any way, may be kept upon any Lot so long as they are not kept, bred or maintained for any commercial purpose. Each Owner shall have the responsibility to clean up the waste produced by his or her pet immediately, and all pets shall be properly leashed, caged, or controlled in whatever manner is most practical whether it is located upon or off a Lot, and shall be subject to all applicable local ordinances existing at the time.

The keeping of a dog or other pet on the Property is not a right of an Owner, but is a conditional license. This conditional license is subject to termination at any time by the Association upon a finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. The owner of a pet assumes liability for all damage to persons or property caused by the pet or resulting from its presence on the Property. A dog must be kept on a leash at all times when outside.

Section 14. Nuisances. No illegal, noxious, or offensive activity shall be permitted or carried out on any part of the Property, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Property, nor upon any lands contiguous thereto. No fires for the burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of the Property, except by the Developer. No Owner shall permit any use of his Lot or make any use of the Common Areas or streets within the Subdivision that will increase the cost of insurance upon the Property above the cost when the Property is used for approved purposes, or that will cause any such insurance to be cancelled or threatened for cancellation, except with the prior written consent of the Association. No bicycles, tricycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys, or other such items shall be parked or permitted to stand for any period of time on the streets or Common Areas, except in accordance with the Rules and Regulations.

Section 15. Trees and Surface Conditions. No Owner shall plant or place any shrubbery, hedges, trees or other plantings on any part of the Property lying outside of the Owner's Lot. No living tree having a diameter greater than six (6) inches measured at a height of four (4) feet above ground level, may be cut on any of the Property without first obtaining the written consent of the Architectural Committee. No sod, topsoil, or shrubbery shall be removed from the Property, no change in elevations shall be made, and no change in the condition of the soil or the level of the land shall be made which result in any permanent change in the flow and drainage of surface water which is not approved by the Architectural Committee.

Section 16. Maintenance. Each Owner must repair, replace and maintain the, walks, fencing, exterior building surfaces, windows, doors, trim members, driveways, and other exterior improvements and attachments from time to time situated on such owner's Lot, which are not maintained by the Association. The Association shall maintain the landscaping, lawn, and irrigation system, including fertilization and irrigation water, exterior paint, exterior roofing including repair and replacement, the security wall, streetlights, and main subdivision roadway including repaving as necessary. Each Owner's duty of maintenance includes any and all easement areas upon such Owner's Lot. No Owner may permit any

THIS IS NOT A CERTIFIED COPY

waste to the exterior portions of such Owner's Lot. Each Owner must make all repairs, maintenance and replacements necessary to attachments and appurtenant driveways, if any, in a safe, sanitary and reasonably attractive condition. Should an Owner fail to meet the minimum standards for maintenance, then the Association may perform or have performed the necessary required maintenance and thereafter specifically assess such Owner for such costs pursuant to Article V, Section 4 hereunder.

Section 17. Rules and Regulations. The Association may adopt reasonable rules and regulations concerning the appearance and use of the Property, including both Lots and the Common Area, and may be amended from time to time by the Association in the manner provided by the Articles and By-Laws. The Association shall provide copies of the regulations and amendments thereto to all Owners and residents. The rules and regulations shall be binding on all Owners and residents after such copies are furnished. No Owner, invitee, or person residing within the Properties may violate the Association's rules and regulations for the use of the Properties. All Owners and other persons residing within the Properties, and their invitees, at all times will do all things reasonably necessary to comply with such rules and regulations. The Association may impose reasonable monetary fines and other sanctions for violations of the rules which may be collected by liens and foreclosure as provided herein. Wherever any provision of this Declaration restricts or prohibits any activity, condition or structure within the Properties except as permitted by the Association's rules and regulations, such restriction or prohibition is self-executing until the Association promulgates rules and regulations expressly permitting such activities. Without limitation, any rule or regulation will be deemed "promulgated" when mailed to all Owners at the address shown on the Association's books or when posted at a conspicuous place on the Properties from time to time designated by the Association for such purpose. All rules and regulations may be initially promulgated by the Board, subject to amendment or rescission by a majority of both classes of membership present and entitled to vote at any regular or special meeting of members. The Association's procedures for enforcing its rules and regulations shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of the Owner's choice.

Section 18. Mining. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 19. Activities of Developer. Notwithstanding any other provision of the Declaration, until the Developer has completed all subdivision improvements and the sale of all Lots, neither the Association nor any Owner shall interfere with the completion of sales of the Lots. Developer may make such use of the unsold Lots as may facilitate sales, including maintenance of a sales office and model homes, construction and use of parking lots, the showing of Lots and the display of signs.

Section 20. Fences. Fences shall be permitted only as designated in guidelines adopted by the Architectural Committee. The Architectural Committee created pursuant to Article VII hereof shall adopt uniform standards for the design and placement of fences, which standards shall not be limited to those specified in Article VII, but shall be compatible with the community as a whole. All fences shall comply with County regulations and be subject to review by the Architectural Committee as provided in Article VII.

Section 21. Replacement. In the event a residence is damaged or destroyed by casualty, hazard or other loss, then within twelve (12) months after such incident, the Owner thereof shall either rebuild or repair the damaged residence or promptly clear the damaged improvements and regrass and landscape the Lot in a sightly manner.

THIS IS NOT A

Section 22. Utility Lines. All telephone, electric, cable, and other utility lines and connections between the main or primary utility lines and the dwelling or other buildings located on a Lot shall be located underground and concealed from view. The Owner of a Lot shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary underground utility system from the applicable transformer or supply to the residence and other buildings on the Lot.

Section 23. Mailboxes. No mailbox or paper box shall be erected or installed unless approved for design and location by the Architectural Committee.

Section 24. Wells. No wells may be drilled or maintained on any Lot without the prior written approval of the Architectural Committee, which may impose individual conditions on such operation in addition to those imposed by government.

Section 25. Basketball Hoops. No basketball hoops, backboards, or pole structures may be erected in any front yard or on the front side of any dwelling. Pursuant to specific approval of the Architectural Committee, such hoops, backboards or pole structures may be erected in rear yards, where the location approved will not affect adjacent properties.

Section 26. Clotheslines. No clotheslines or devices for the air-drying of clothing may be constructed in any location on a lot which is visible from any street.

Section 27. Swimming Pools. No above ground swimming pools shall be constructed on a lot. A screen enclosure or fence must be used to enclose in-ground pools. Pool and enclosure construction are subject to review by the Architectural Committee pursuant to the terms of Article VII.

ARTICLE IV. OPERATION, MAINTENANCE AND MONITORING OF DRAINAGE FACILITIES

Section 1. The Association shall maintain, as part of the common elements, drainage structures for the properties and comply with conditions of the permits from the Southwest Florida Water Management District (District) for the drainage system. The Association, shall, when requested by Developer, accept transfer of the District permit. The conditions of the permit may include monitoring and record keeping schedules, and maintenance.

Section 2. Water quality data for the water discharged from the permittee's property or into the surface waters of the state shall be submitted to the District as required. Parameters to be monitored may include those listed in Chapter 17-3 of the Florida Administrative Code. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by American Public Health Association of Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the permittee shall provide data as required on volume of water discharged, including total volume discharged during the days of sampling and total monthly discharge from the Property or into surface waters of the State.

Section 3. The Association agrees to operate and maintain the system, and shall maintain sufficient ownership so that it has control over all water management facilities authorized.

THIS IS NOT A

Section 4. The Association shall at all times properly operate and maintain the systems of treatment and control (and related appurtenances) that are installed or used to achieve compliance with conditions of the permit, as required by the District. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by District rules.

Section 5. The Association, specifically agrees to allow authorized District personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted; for the purposes of inspection and testing to determine compliance with this permit and District regulations, such as:

- a. Having access to and copying any records that must be kept under the conditions of the permit;
- b. Inspecting the facility, equipment, practices, or operations regulated or required under the permit;
- c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with the permit or District rules; and
- d. Gathering of data and information.

Reasonable time may depend on the nature of the concern being investigated.

Section 6. It shall be the responsibility of each property owner within the subdivision at the time of construction of a building, residence, or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with the Southwest Florida Water Management District (District).

Section 7. No owner of property within the subdivision may construct any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the District pursuant to Chapter 40D-4.

ARTICLE V. THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot is a Member of the Association. If title to a Lot is held by more than one person, each such person is a Member. An Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and it is transferred automatically by conveyance of title to that Lot and may not be separated from ownership of a Lot. No person except an Owner may be a Member of the Association, and a membership in the Association may not be transferred except by transfer of title to a Lot. An Owner who is a contract seller may assign such Owner's membership and voting rights to such Owner's vendee in possession.

Section 2. Voting. The Association shall have two classes of voting membership:

THIS IS NOT A

Class A. The Class A members shall be all Owners, with the exception of Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in each Lot owned, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be Developer who shall be entitled to nine (9) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of one of the following events, whichever occurs earlier:

- a. when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- b. on the anniversary date seven years from the date when the first Lot is conveyed to a Class A Member.

Section 3. Common Area. Subject to the rights of Owners set forth in this Declaration, the Association has exclusive management and control of the Common Area, its improvements if any, and all related furnishings, equipment, fencing and other personal property, if any. The Association's duties with respect to the Common Area include the management and operation of, improvements, equipment and personal property installed by the Developer on the Common Area, so as to keep all of the foregoing in good, clean substantial, attractive, sanitary, safe and serviceable condition, order and repair; the payment of all taxes validly levied, assessed, or imposed with respect to the Common Area; and the maintenance of adequate public liability and property insurance with respect to the Common Area. The initial Common Areas in the subdivision are as defined herein. The Association shall maintain the structural portion of the perimeter wall constructed within the Common Area and shall paint the exterior face and top of the wall as needed. Each Owner shall paint the interior face (i.e. that portion facing his Dwelling) as needed.

Section 4. Exterior Maintenance. The Association has no duty of exterior maintenance with respect to any Lot, except the Association shall maintain exterior landscaping, lawn, irrigation system, exterior painting and roofing; and each Owner must maintain such Owner's Lot, including any appurtenant driveways, in a safe, sanitary and reasonably attractive condition. If:

- a. any Owner refuses or fails to make any repairs, maintenance, or replacements required by Article III, Section 18, above; and
- b. as a result, any condition on or adjoining such Owner's Lot becomes a hazard or nuisance to any other Owner, or diminishes or impairs the value or marketability of any other Lot, or is visually objectionable to persons lawfully upon the Properties; and
- c. at least seventy-five percent (75%) of the members of the Board find that the Owner was provided reasonable notice of the failure of repair, maintenance or replacement and the Board's consideration thereof, and was given an opportunity to be heard by the Board;

then, upon the occurrence of all of the foregoing, the Association may make or perform such repairs, maintenance, or replacements as reasonably are necessary to correct such condition and assess all costs so incurred against such Owner's Lot as provided in Article VI, Section 4, below.

THIS IS NOT A

Section 5. Access By The Association. The Association has a right of entry onto the exterior portions of each Lot to the extent reasonably necessary to discharge its duties of exterior maintenance, if any, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted by this Declaration or by any applicable Supplemental or Amended Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into any improvement upon any Lot shall not be made without the consent of its Owner or occupant for any purpose, except pursuant to Court order or other authority granted by Law. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees and contractors.

Section 6. Services. The Association may obtain and pay for the services of any person to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration, or the Articles, By-Laws, rules and regulations.

Section 7. Rules and Regulations. As provided in the By-Laws, the Association, from time to time may adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Properties, consistent with the rights and duties established by this Declaration. The Association's procedures for enforcing its rules and regulations at all times must provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person, or through representatives of such Owner's choosing, or both.

Section 8. Capital Improvements. Except for replacement or repair of items installed by Developer, such as the perimeter wall and landscaped entry features, and except for any personal property related to the Common Area, the Association may not authorize capital improvements to the Common Area without the prior approval of seventy-five percent (75%) of the Association Members present and voting in person or by proxy at a meeting duly convened for such purposes as provided in Article VIII, Section 2, below.

Section 9. Amplification. The provisions of this Declaration may be amplified by the Articles of Incorporation and By-Laws of Pine Grove Reserve Homeowners Association, Inc., but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in the Declaration, or any Supplemental Declaration. The Developer intends that the provisions of this Declaration and any Supplemental or Amended Declaration, on the one hand, and the Articles of Incorporation and By-Laws on the other hand, be interpreted, construed and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Developer intends that the provisions of this Declaration, or any Supplemental or Amended Declaration, control anything to the contrary in the Articles of Incorporation or By-Laws.

ARTICLE VI. ASSESSMENTS

Section 1. Assessments Established. For each Lot owned within the Properties, Developer covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it is so expressed in such Deed, is deemed to covenant and agree, to pay to the Association:

THIS IS NOT A

- CERTIFIED COPY
- a. An annual assessment, as provided in Section 2 of this Article; and
 - b. Special assessments, as provided in Section 3 of this Article; and
 - c. Specific assessments, as provided in Section 4 of this Article; and
 - d. All excise taxes, if any, that from time to time may be imposed by law upon all or any portion of the assessments established by this Article;
 - e. Interest and costs of collection of such assessments, including reasonable attorney's fees, as provided in this Declaration; and
 - f. A water usage assessment, as determined from the metering of water usage at each unit, including a \$100 deposit due at the time of purchase of a Lot by an Owner not the Developer.

REC 8549 P 1144

All of the foregoing are a continuing charge on the land and secured by a continuing lien upon the Lot against which each assessment is made, as provided in Section 7, below. Each such assessment, together with excise taxes, interest and all costs and expenses of collection, including reasonable attorney's fees, also is the personal obligation of the person who was the Owner of such Lot when such assessment fell due. Such personal obligation will not pass to an Owner's successors in title unless assumed expressly in writing, however.

Class B lots shall not be assessed an annual or special assessment, but Developer may pay the excess expenses of the Association, including reserves, which exceed the amounts collected from Class A lot assessments, as long as Class A assessments do not exceed \$200.00 per month. Each Class A Lot shall be assessed a proportional share of the common expenses, which share is equal to a fraction the numerator of which is one and the denominator of which is the total number of Class A lots subject to assessment under this Declaration.

Section 2. Annual Assessment. The annual assessment must be used exclusively to promote the recreation, health, safety and welfare of the residents within the Properties, including (i) the operation, management, maintenance, repair, servicing, renewal, replacement and improvements of the Common Area, including road resurfacing and the establishment of reserve accounts therefor, and the maintenance of the security wall; and (ii) the cost of labor, equipment, materials, management and supervision of the Common Area, streetlights, and exterior maintenance of the Lots as provided herein, including exterior landscaping, lawn care and fertilization, irrigation system water and maintenance, exterior painting, roofing repair and replacement; and (iii) all other general activities and expenses of the Association. These expenses shall include, but not be limited to exterior maintenance of the common areas and exterior areas of each Lot, water and power for irrigation, exterior maintenance of buildings and of common walls, a reserve for road repaving, payment of fees for street lighting, lawn care and landscaping in common areas and on Lots, and a 45/128 share of expenses in common with the Pine Grove Condominium Association for repaving of the portion of Big Pine Drive used in common with Pine Grove Reserve and lighting at the entrance to Big Pine Drive.

Section 3. Special Assessments. In addition to the annual assessment, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, renewal, repair or replacement of a capital improvement upon the Common Area, provided

THIS IS NOT A

such assessment first is approved by seventy-five percent (75%) of the members present and voting in person or by proxy at a meeting duly convened for such purpose. Any such special assessment may be payable in one or more installments, with or without interest, as seventy-five percent (75%) of the Members so present and voting determine. The Association shall charge a special assessment for the construction of the exterior subdivision wall, to be paid to the Developer in an amount not to exceed Thirty Thousand Dollars over a term of five years. The Association may impose a special assessment for the construction of a community feature upon the common area.

Section 4. Specific Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Association, including fines, arising under the provision of this Declaration, or by contract expressed or implied, or because of any act or omission of any Owner or person for whom such Owner is responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay it within thirty (30) days after written demand. This shall include costs of the Association for water use which are attributable to such Owner's Lot.

Section 5. Amount. Until the close of the first fiscal year following Developer's conveyance of the Common Area to the Association, the annual assessment will not exceed \$100.00 per month per Lot, or \$1,200 yearly. At least thirty (30) days before the expiration of each fiscal year, the Board will prepare and distribute to each Owner a proposed budget for the Association's operations during the next ensuing fiscal year. If such budget requires an increase in the annual assessment of 15% or less over the previous year's assessment, the assessment so proposed will take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. If such budget requires an annual assessment that is either more than a fifteen percent (15%) increase over the annual assessment then in effect, or would increase the budget by an amount exceeding the increase in the Consumer Price Index ("CPI") published by the U.S. Department of Labor for the preceding year, or a comparable index if the CPI is not available, whichever increase is greater, then however, the Board must call a membership meeting on not less than fifteen (15) days prior notice for the purpose of approving such increase. A majority of the votes, pursuant to Article V, Section 2, of those Members present and voting is sufficient for such approval, and the assessment approved will take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. If the proposed assessment is disapproved, a majority of the votes will determine the annual assessment for the next ensuing fiscal year, which may be in any amount not exceeding that stated in the meeting notice. Each annual assessment may be payable in such number of installments, with or without interest, as the Board determines. In the absence of any action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the annual assessment then in effect automatically will continue for the ensuing year.

Section 6. Commencement. The assessments provided by this Article will commence as to all Lots upon sale to an Owner not the Developer, at which time the balance of the annual assessment for the year of sale shall be due.

Section 7. Assessment Lien. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a continuing lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any First Mortgage encumbering such Lot; but all other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Declaration, whether or not such consent is set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either,

REC 0549 21145

THIS IS NOT A

of the existence of the Association's lien and its priority. The Association may, but is not required to, from time to time, record a Notice of Lien to further evidence the lien established by this Declaration.

Section 8. Association Remedies. Any assessment not paid within thirty (30) days after its due date bears interest at the maximum rate of interest allowed by law at the time. The Association may sue the Owner personally obligated to pay such assessment for a money judgment, or it may foreclose its lien against such Owner's Lot. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise, impairing the security of the Association's lien, or its priority. No Owner may waive or escape liability for the Association's assessments by non-use of the Common Area or by abandonment of such Owner's Lot.

Section 9. Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by a judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In such foreclosure, the Owner is required to pay all costs and expenses of foreclosure including reasonable attorney's fees. All such costs and expenses are secured by the lien foreclosed. Such Owner also is required to pay to the Association all assessments against the Lot that become due during the period of foreclosure, which also are secured by the lien foreclosed and will be accounted and paid as of the date the Owner's title is divested for foreclosure. The Association has the right and power to bid at the foreclosure, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, use and otherwise deal with such Lot as its Owner for purposes of resale only. If any foreclosure sale results in a deficiency, the Association may petition the Court having jurisdiction of the foreclosure to enter a personal judgment against the Owner for such deficiency.

Section 10. Exempt Lots. Any and all Lots from time to time owned by the Association will be exempt from the assessments established by this Article during the period of such ownership. This Association may not own or otherwise acquire Lots except (i) pursuant to foreclosure of the Association's lien, or (ii) one Lot for use as a residence by any resident manager for the Properties who is employed by the Association or Association's manager.

Section 11. Lien Subordination. The Association's lien established by the Declaration is subordinate to the lien of any First Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer of any Lot pursuant to foreclosure of any First Mortgage, or any proceeding in lieu thereof, extinguishes the Association's lien as to payments that became due prior to such sale or transfer, without prejudice, however, to the Association's right to collect such amounts from the Owners personally liable for their payment. No such sale or transfer relieves such Lot from liability for assessment thereafter becoming due or from the lien thereof. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amount secured by the lien created by this Article; and, upon such payment, such encumbrancer will be subrogated to all rights of the Association with respect to such lien, including priority.

Section 12. Homesteads. By acceptance of a deed thereto, each Owner of each Lot is deemed to acknowledge conclusively that (i) the assessments established by this Article are for the improvement and maintenance of any homestead thereon; and (ii) the Association's lien for such assessments has priority over any such homestead; and (iii) such Owner irrevocably waives the benefit of any homestead exemption otherwise available with respect to all amounts secured by such lien.

THIS IS NOT A

Section 13. Delinquent Assessments. If an assessment is not paid within fifteen (15) days after the due date, a late fee may be charged by the Association. The Board of Directors shall establish the amount of the late fee. No Owner may waive or otherwise escape liability for the assessments and/or late fee provided for herein by non-use of the Common Area or abandonment of his homesite. The Association shall impose a charge for any returned check of the maximum rate permitted by law.

Section 14. Water Charges. The Association shall pay water charges to the Pine Grove Condominium Association, Inc., for use as measured by meter. The Association shall bill each Owner a actual metered water use for such Lot, if available.

**ARTICLE VII.
ARCHITECTURAL CONTROL**

Section 1. Authority. No dwellings, building, parking cover, shed, structure, fence, outbuilding, color change, addition, exterior alteration or substantial attachment, or construction or erection of any kind may be erected, placed, reconstructed or permitted to remain on any Lot unless and until approved by the Architectural Committee. Such approval will not be unreasonably withheld for replacements or reconstruction that conform in design, material, appearance and quality to that of the original work.

Section 2. Design Standards. The Architectural Committee shall from time to time, subject to this Declaration and the Association documents, adopt, promulgate, amend, revoke, and enforce guidelines, hereinafter referred to as the "Design Standards" for the purposes of:

- (i) governing the form and content of plans and specifications to be submitted to the Architectural Committee for approval pursuant to this Declaration;
- (ii) governing the procedure for such submission of plans and specifications; and
- (iii) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of any structure or dwelling and all matters that require approval by the Architectural Committee pursuant to this Declaration.

Section 3. Review and Approval of Plans. No Structure shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials and locations of the same, shall have been submitted to the Architectural Committee for written approval (i) as to conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of Pine Grove Reserve, (ii) as to the location of the Structure in relation to surrounding structures and topography and finished ground elevation, and (iii) shall be consistent with the provisions of this Declaration. In the event the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted in writing, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to completion thereof, approval by the Architectural Committee will not be required.

THIS IS NOT A

CERTIFIED COPY

Notwithstanding anything to the contrary, the Architectural Committee may request changes in any plans or Structures that are completed or being built if required by Law and neither the Developer nor the Architectural Committee shall be liable for damages.

In regards to any plans and specifications approved by the Architectural Committee neither Developer, nor any member of the Architectural Committee, shall be responsible or liable in any way for any defects in any plans or specifications, nor for any structural defects in any work done according to such plans and specifications nor for the failure of the plans and specifications to comply with any Law. Further, neither Developer, nor any member of the Architectural Committee shall be liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the exercise of any other power or right of the Architectural Committee provided for in this Declaration. Every Person who submits plans or specifications to any Architectural Committee for approval agrees, by submission of such plans and specifications, and every owner of any Lot agrees, that he will not bring any action or suit against Developer, or any member of the Architectural Committee, to recover for any such damage.

Any employee or agent of the Architectural Committee may, after reasonable notice, at any reasonable time, enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Architectural Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

The Architectural Committee may approve builder model plans, which shall not be subject to the above provisions for individual Lots.

Section 4. Committee Membership. The Architectural Committee shall initially not be a committee of the Association, but shall be the Developer. The address of the Architectural Committee is P.O. Box 1558, Vairico, FL 33594. However, at such time as all of the Lots in the Subdivision have been sold by Developer, the powers and duties of the Architectural Committee shall immediately vest in and be assigned to the Association, and the Architectural Committee shall thereafter exist as a committee of the Association under the control of the Association's Board of Directors.

Section 5. Replacement. In the event of the death, inability to serve because of disability, or resignation of any member or members of the Architectural Committee, the remaining member or members thereof shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to exercise the powers and perform the duties of the Architectural Committee.

Section 6. Standards. In reviewing any particular application, the Architectural Committee must consider whether its action will: (i) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Properties; and (ii) preserve the value and desirability of the Properties as a residential community; and (iii) be consistent with the provisions of this Declaration; and (iv) be in the best interest of all Owners in maintaining the value and desirability of the Properties as a residential community.

THIS IS NOT A CERTIFIED COPY

ARTICLE VIII. GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, has the right to enforce, by any appropriate proceeding, all restrictions, conditions, covenants, easements, reservations, rules, regulations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If any Owner or the Association is the prevailing party in any litigation involving this Declaration, then that party also has the right to recover all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Association employs an attorney to enforce the provisions of this Declaration against any Owner, regardless of whether suit is brought, the costs and expenses of such enforcement, including reasonable attorneys' fees, may be assessed against such Owner's Lot as provided in Article V, Section 4. Failure by the Association or any Owner to enforce any provisions contained in this Declaration does not constitute a waiver of the right to do so at any time, except as provided. Developer also has the right to enforce all provisions of this Declaration relating to the use, maintenance, and preservation of the Properties; and, if Developer is the prevailing party in any litigation involving this Declaration, to recover all of Developer's costs and expenses incurred, including reasonable attorneys' fees.

Section 2. Meeting Requirements. Wherever any provision of this Declaration, the Articles of Incorporation, or the By-Laws requires any action to be approved by two-thirds (2/3) or more of the votes, pursuant to Article V, Section 2, of membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all Members not less than fifteen (15) days in advance, setting forth its purpose. At such meeting the presence in person or by proxy of Members entitled to cast at least fifty percent (50%) of the votes, pursuant to Article V, Section 2, outstanding constitutes a quorum.

Section 3. Rights of Mortgagees. By agreement between any Owner and the holder of any mortgage on such Owner's Lot, any and all membership rights of such Owner may be assigned to, and exercised by, such Mortgagee as collateral or additional security for performance of the obligations secured by such mortgage; but no such assignment or delegation will bind the Association until the Association has received written notice thereof.

Section 4. Approval of FHAVA. Notwithstanding anything contained herein to the contrary, any amendment to this Declaration, the Articles, or the By-Laws; or any annexation of additional property; or any merger or consolidation of the association or any dissolution of the association; or any mortgaging, sale or dedication of any common area, must be approved by the Federal Housing Administration or the Veterans Administration as long as there is Class "B" members.

Section 5. Severability. Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which will remain in full force and effect provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision of this Declaration when necessary to avoid a finding of invalidity which otherwise effectuates Developer's intent of providing a comprehensive plan for the use, development, sale and beneficial enjoyment of the Properties.

Section 6. Amendment. The provisions of this Declaration will run with and bind the Properties, and will inure to the benefit of and be enforceable by the Association for so long as the Properties are used in whole or in part as a residential community, and in all events, for at least twenty-

THIS IS NOT A

CERTIFIED COPY

five (5) years following the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended by an instrument signed by members entitled to cast not less than seventy-five (75%) of the votes pursuant to Article V, Section 2, hereof. No amendment shall be effective which shall impair or prejudice the rights or priorities of the Developer or any Institutional Mortgagee without the specific written approval of the Developer or Institutional Mortgagee affected thereby. While there is Class B membership, 75% of each Class of Owners must approve any amendment. If necessary to obtain any governmental approval, including approval by the Federal Housing Administration or Veteran's Administration, or to correct a scrivener's error or omission, Developer may amend this Declaration within the first year after its recording. No amendment shall affect the surface water management system without the prior approval of the Southwest Florida Water Management District.

Section 7. Easements for De Minimis Unintentional Encroachments. Where necessary and appropriate, Developer and/or the Association, whichever is in control of the particular portion of the Properties at the time, may grant easements for de minimis unintentional encroachments.

Section 8. Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of the terms "including" or "include" is without limitation; the terms "Common Area", "Lot", and "Properties" include both any portion applicable to the context and any and all improvements, fixtures, trees vegetation, and other property from time to time situated thereon; and use of the words "must", "will" and "should" is intended to have the same legal effect as the word "shall". This Declaration should be construed in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Properties as a residential community by providing a common plan for their development and enjoyment.

Section 9. Annexation. Within five years of the date of execution of this Declaration, Developer may, subject to compliance with Section 4 above, add contiguous lands to the Property described in Exhibit "A" attached hereto by the filing of a supplemental declaration declaring such annexed lands to be subject to the provisions hereof, with such modifications and additions as may be applicable to such annexed lands. Upon the filing of such a supplemental declaration, the Lots and lands annexed thereby shall become subject to this Declaration, to the assessment provisions hereof, and to the jurisdiction of the Architectural Committee and the Association. For purposes of Article V, Section 2, the Lots in the annexed lands shall be considered to have been part of the Property since the filing of this Declaration.

THIS IS NOT A

IN WITNESS WHEREOF, Developer has executed this Declaration the date stated above.

CERTIFIED COPY

WITNESSES:

Lyna K. Mason

Lyna K. Mason
Please Print Name

Franklin Development Corporation
by:

Charlotte L. Edge

Charlotte L. Edge
Please Print Name

Kenneth W. Franklin

its President
P.O. Box 1558, Valrico, FL 33594

REC 8549 P 1151

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 28th day of April, 1997,
by KENNETH W. FRANKLIN Pres. of Franklin Development Corporation. He is personally known
to me ~~XX~~

Lyna K. Mason
NOTARY PUBLIC

Name: _____
Serial #: _____
My Commission Expires: _____



LYNA K. MASON
MY COMMISSION # CC283019 EXPIRES
June 6, 1997
BONDED THRU TROY FAIR INSURANCE, INC.

Prepared by and return to:
Steven H. Mezer, Esquire
Bush Ross Gardner Warren & Rudy P.A.
Post Office Box 3913
Tampa, FL 33601

INSTR # 2004239583
O BK 13960 PG 1463
Pgs 1463 - 1496; (34pgs)
RECORDED 06/23/2004 10:14:11 AM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK P Beckham

**IRREVOCABLE CONSENT AND JOINDER
TO AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR PINE GROVE RESERVE**

34
As recorded in Plat Book 78, Page 41, in the
Public Records of Hillsborough County, Florida

WHEREAS, Franklin Development Corporation, as the Developer of Pine Grove Reserve, as more particularly described in Plat Book 78, Page 41 of the Public Records of Hillsborough County, Florida, previously submitted said Pine Grove Reserve to the Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 8549, Page 1132, et. seq. of the Public Records of Hillsborough County, Florida (hereinafter the "Restrictions") and

WHEREAS, Article VIII, Section 6., of the Declaration for Pine Grove Reserve states that the Declaration may be amended by an instrument signed by members entitled to cast not less than seventy-five (75%) of the votes, the undersigned jointly and collectively consent to the Amendment to Article III, Section 28 of the Restrictions for Pine Grove Reserve and irrevocably submit each Lot identified herein below to the following amendment:

Article III, Section 28 of the Declaration of Covenants, Conditions and Restrictions of Pine Grove Reserve is created to read as follows:

28. Age Restriction.

Not less than 80% of the occupied (as that term is used or defined in the Federal Fair Housing Act) units shall be occupied by at least one person who is age 55 years or older. The remaining 20% of the units shall be occupied by one person age 55 years or older or shall be reserved for occupancy by a person who was a resident at the time of the death or permanent departure of the qualifying person who was then 55 years of age or older or a person who has obtained title to that unit through inheritance or probate proceedings, all pursuant to rules adopted by the Board of Directors.

Signatures Pages to follow

Consent and Irrevocable Joinder to Amendment to
Article III, Section 28 of the Declaration of Covenants,
Conditions and Restrictions for Pine Grove Reserves
Page 2

The Board of Directors of the Association may adopt reasonable rules and regulations which are consistent with an intent to be a provider of housing for older persons and such rules as may be required by HUD or the State of Florida for that status, including, but not limited to, rules established for verification of occupancy.

IN WITNESS WHEREOF, we have hereunto affixed our hands and the seal of said corporation, this 15th day of JUNE, 2004 at Tampa, Hillsborough County, Florida.

PINE GROVE RESERVE
HOMEOWNERS ASSOCIATION,
INC.

Joanne K. Glasgo
WITNESS

Print Name: JOANNE K. GLASGO

William R. Glasgo
WILLIAM GLASGO, President

Conchita Gervais
WITNESS

Print Name: CONCHITA GERVAIS

Joanne K. Glasgo
WITNESS

Print Name: JOANNE K. GLASGO

Clarence Goodson
CLARENCE GOODSON, Secretary

William R. Glasgo
WITNESS

Print Name: WILLIAM R. GLASGO

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that this 15 day of JUNE, 2004 before me personally appeared WILLIAM GLASGO, as President and CLARENCE GOODSON, as Secretary of Pine Grove Reserve Homeowners Association, Inc. and after being duly sworn, under oath, severally acknowledged, executing the same and under the authority duly vested in them 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 15 day of JUNE, 2004.
(SEAL)

William R. Glasgo
NOTARY PUBLIC, State of Florida



William R. Glasgo
My Commission DDS11738

20
TB

This Instrument Prepared by:
MOLLOY & JAMES
325 South Boulevard
Tampa, Florida 33606

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

ufc: 970434

UNITED TITLE GUARANTY CO.
916 LITHIA PINECREST ROAD
BRANDON, FL 33511

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
PINE GROVE RESERVE

THIS DECLARATION, is made this 28th day of April 1997, Franklin Development Corporation (hereinafter referred to as "Developer"), whose address is P.O. Box 1558, Valrico, Florida 33594.

WITNESSETH:

WHEREAS, the Developer is the owner of certain property in Hillsborough County, Florida (Property), more particularly described as follows:

Pine Grove Reserve, as recorded at Plat Book 78 Page 41 ~~through~~ in the Public Records of Hillsborough County, Florida.

WHEREAS, Developer is developing the Property into a residential community of single family homes; and

WHEREAS, Developer intends and desires to impose certain covenants, restrictions, easements, conditions, and liens upon the Property and the use thereof, as part of a common plan of development upon the Property, and to protect its value and desirability;

NOW THEREFORE, the Developer hereby declares that the real property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.
DEFINITIONS

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration, the Association's Articles of Incorporation ("Articles"), or the Association's By-Laws ("By-Laws").

Section 1. "Architectural Committee" shall mean the Architectural Committee, provided in Article VII hereof.

Section 2. "Articles" means the Articles of Incorporation of the Association, as may be amended from time to time.

REC-8549 61132

REC'D BY C C 1 5

Section 16. "Owner" means the record owner, whether one or more persons, of the fee simple title to any Lot, including contract sellers, but excluding any other person holding such fee simple title only as security for the performance of an obligation. As the context may admit, Owner includes all persons (i) claiming any right, title or interest in a Lot by, through, or under any Owner, or (ii) lawfully upon the Properties with the consent of any Owner, express or implied, such as an Occupant.

Section 17. "Plat" means the final official plat as recorded and shall include the subdivided real property therein described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

Section 18. "Property" means the lands described as Pine Grove Reserve herein, including Lots and Common Areas as recorded in Plat Book 78, Page 41 ~~through~~ in the Public Records of Hillsborough County, Florida.

Section 19. "Recorded" means filed for record in Hillsborough County, Florida.

Section 20. "Structure" shall mean any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, sign, signboard, temporary or permanent living quarters (including any house trailer), temporary or permanent improvement, excavation, grading, fill, ditch, diversion, dam, other thing or device which affects the flow of waters, utility shed, detached shed or other activity.

**ARTICLE II.
PROPERTY RIGHTS AND COMMON AREA**

Section 1. "Easements and Enjoyment". Each Owner has a nonexclusive right and easement of enjoyment in and to the Common Area that is appurtenant to, and will pass with, the title to every Lot, subject to the following:

a. Fees. The Association's right to charge reasonable fees for the use, safety and maintenance of any common facilities from time to time situated on the Common Area.

b. Suspension. The Association's right to suspend such Owner's right to use any facility owned or controlled by the Association for the period of unpaid assessments; or to suspend any Owner's right to use any such facility for any infraction of the Association's valid rules and regulations for a period not to exceed 60 days. No such suspension shall interfere with the Owner's access to the Lot owned.

c. Delegation of Use. Subject to such limitations as may be imposed by the By-Laws or reasonable rules and regulations adopted by the Association, each Owner may delegate his right of enjoyment in and to the Common Area and accompanying facilities, if any, to members of his family, his guests, tenants and invitees.

d. Rules and Regulations. The Association's right to adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Common Area.

REC 8549 61133

Section 3. "Assessment" means the amount of money assessed against an Owner for the payment of the Owner's share of common fees, expenses and any other funds which an Owner may be required to pay to the Association as set out by this Declaration, the Articles or the By-Laws.

Section 4. "Association" means Pine Grove Reserve Homeowners Association, Inc., a corporation not for profit organized or to be organized pursuant to Chapter 017, Florida Statutes, its successors and assigns.

Section 5. "Board" means the Association's Board of Directors.

Section 6. "Common Area" means all property whether improved or unimproved, or any interest therein, which from time to time is owned by the Association for the common use and enjoyment of all Owners. The initial Common Area shall consist of "Tract A," "Tract B," "Tract C," and easements noted as "Drainage Easements," "15' Utility/Pedestrian Easement," and "10' Utility Easement," as shown on the Plat. Any common walls between residences shall also be a part of the Common Area.

Section 7. "Declaration" shall mean and refer to this Declaration, together with any and all supplements or amendments hereto, if any.

Section 8. "Developer" means Franklin Development Corporation, and its successors and assigns, if such successors and assigns are designated in writing by the Developer as the successors and assigns of Developer's rights hereunder.

Section 9. "Dwelling" shall mean the residential dwelling constructed upon a Lot.

Section 10. "Lot" means any platted parcel of land shown on the recorded subdivision map or replat as recorded in the Public Records of Hillsborough County with the exception of the Common Area and portions, if any, of marked acreage.

Section 11. "Maintenance" means the exercise of reasonable care to keep buildings, homes, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy weed-free environment for optimum plant growth, and which will, as a minimum, include the mowing of all grass on a Lot.

Section 12. "Member" means every person or entity who holds membership in the Association.

Section 13. "Mortgage" means any mortgage, deed of trust, or other instrument transferring any interest in a Lot as security for the performance of an obligation. "First Mortgage" means any mortgage constituting a valid lien prior in dignity to all other mortgages encumbering the same property.

Section 14. "Mortgagee" means any person named as the obligee under any Mortgage, or the successor in interest to such person.

Section 15. "Occupant" means the person or persons, other than the Owner in possession of a Lot, and may, where the context so requires, include the Owner.

REC'D
670540
661137

Section 2. **Permanence.** The benefit of all rights and easements granted by the Declaration constitutes a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive, its benefit, nevertheless, is exclusive to all Lots granted such benefit by this Declaration unless this Declaration expressly grants such benefit to additional persons. In no event does the benefit of any such easement extend to the general public except as provided in the next Section. The burden of all rights and easements granted by this Declaration constitutes a permanent servitude upon the lands affected.

Section 3. **Public Easements.** Developer dedicates that portion of the Properties described on the recorded plat and made a part hereof for the use and maintenance of public utility and drainage easements, together with a right of ingress and egress over and across the easement area for such purposes. Developer dedicates the Common Area for use by all utilities for construction and maintenance of their respective facilities serving the Properties; and Developer grants to such utilities jointly and severally, easements for such purposes. Easements for drainage and/or for installation and maintenance of utilities are reserved as shown on the recorded plat. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utilities company is responsible or which are common areas.

Section 4. **No Partition.** There shall be no judicial partition of the Common Area, nor shall Developer, or any Owner, or any person acquiring any interest in the Properties or any part thereof, seek ~~judicial partition thereof.~~ However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in cotenancy.

Section 5. **Common Walls.** Any common walls not wholly within the confines of a Lot shall be superficially maintained by the Owner as to the wall surface on the side of such Owner. Any structural or interior repairs to such walls shall be the responsibility of the Association. Developer hereby grants to the Association, its agents and contractors, an easement over the portion adjacent to any such wall for the making of necessary repairs, subject to reasonable hours, use and prior notice to any affected Owner.

Section 6. **General Restrictions.** Except with the Association's prior written consent or in accordance with the Association's rules and regulations:

a. **Obstructions.** There will be no obstruction of the Common Area, nor will anything be kept or stored on the Common Area except items installed by Developer as part of the Work, and their replacement.

b. **Alterations.** Nothing will be altered on, constructed upon, or removed from the Common Area except with the specific approval of the Association's Board of Directors.

c. **Activities.** All uses and activities upon or about the Common Area are subject to the Association's rules and regulations.

Section 7. **Walls and Landscaping.** Any walls and attendant landscaping constructed by the Developer as part of the subdivision improvements or otherwise, shall be kept and maintained by the Association in condition and appearance as constructed as long as the Developer continues to own a Lot, unless the Developer otherwise consents.

**ARTICLE III.
GENERAL USE RESTRICTIONS**

Section 1. Use of Lots. Each Lot may be improved and used for residential purposes only and only single family homes, approved in accordance with Article VII may be constructed thereon. No trade, business, or profession of any kind, or any activity other than that of single family residence may be conducted on any Lot. No billboards or advertising signs shall be erected or displayed thereon, except for the business of the Developer and its transferees in developing the Properties and advertising signs in furtherance thereof. No building or other improvements on a Lot shall be rented or leased separately from the rental or lease of the entire Lot, and no part of any dwelling may be used for the purpose of renting rooms or for transient accommodations. No duplex, garage apartment, or apartment house shall be erected, converted, or allowed to remain on any Lot. Notwithstanding the previous sentence, if permitted by County regulation, a separate but connected living area may be included in the dwelling, intended for use by related parties.

Section 2. View Obstructions. The Association or the Developer shall have the right, but not the obligation, to remove, relocate, or require the removal or relocation of any fence, wall, berm, hedge, shrub, tree or other thing, natural or artificial, placed or located on any Lot if the location of the same will, in the sole and exclusive judgment of the Association, obstruct the vision of a motorist upon any road within the Subdivision.

Section 3. Dwellings. Only one dwelling may be constructed on any Lot. The minimum square footage of each dwelling shall be 1000 square feet of air conditioned living space for a one story dwelling and 1200 square feet of air conditioned living space for a dwelling of more than one story, with each dwelling containing a two car garage of similar architectural style as the main dwelling unless otherwise approved by Developer.

Section 4. Screening. Except for regular collection and disposal, no receptacles for rubbish, trash, garbage or other waste material or accumulations, may be kept, stored erected or permitted anywhere within the Properties, except inside the improvements on each Lot, or completely concealed from view by a fence, wall, or landscaping.

Section 5. Temporary Structures. No structure of a temporary character, trailer, manufactured home, manufactured building, mobile home, tent, shack, garage, barn or other outbuilding or any portion of the same, or any structure of any kind which extends more than four feet above the surface of the ground and which is detached from the dwelling, shall be constructed or parked on any Lot at any time, except for a construction shack, security trailer, temporary structure or temporary toilet during construction of a dwelling, or if such structure is totally screened from view from any location outside the Lot by a fence, wall, or landscaping, or a garage with the capacity for at least two automobiles.

Section 6. Building Restriction Lines. Any dwelling placed on a Lot shall be in accord with the front yard, side yard and rear yard setback requirements set forth in the Hillsborough County Zoning Regulations. No variances will be permitted without written permission from the Architectural Committee, in addition to zoning requirements.

Section 7. Vehicular Parking. No motorized wheeled vehicles of any kind and no boats may be kept or parked on any Lot, unless completely inside a garage attached to the main residence or

REC 043
61120

REC 8549
10119, 61151

completely screened from view from outside the Lot by fence, wall, or landscaping, except that private automobiles of the occupants, bearing no commercial signs, may be parked in the driveway or parking area on the Lot. Private automobiles of guests of the occupants may also be parked in such driveway or parking area, and except further that other vehicles may be parked in such driveway or parking area during such times necessary for service or maintenance of the dwelling or Lot or pickup and delivery service, provided that permission for such parking is granted by the Lot Owner solely for the purpose of such service. No inoperative vehicles shall be parked, repaired or maintained anywhere on the Property. No parking is permitted on the common areas, including streets, except in areas specifically designated by the Association's Board of Directors for parking. Recreational vehicles may be parked for a maximum of thirty-six (36) hours to permit loading and preparation for a trip, in locations that do not block any access to the community or to any driveways other than the driveway of the owner of the recreational vehicle.

Section 8. **Window Air Conditioners, Fans, and Solar Devices.** Unless the prior approval of the Architectural Committee has been obtained, no window air conditioning units, window fans, exhaust fans, or solar heating devices shall be installed on any side of a dwelling which faces a street, Common Area, or adjacent property owned by Developer.

Section 9. No trailer, basement, garage, or any outbuilding of any kind shall at any time be used as a residence, either temporarily or permanently.

Section 10. **Signs.** No signs of any type shall be erected on any Lot or displayed to the public on any Lot except a professional or real estate sign as described below. A professional sign shall contain only the name, address, phone number, and occupation of a resident of the Lot, and shall be no more than one square foot in size. A real estate sign shall contain only the notation "for sale", "for rent", or "for lease", the telephone number, and the name of the agent and/or real estate broker or "by owner", as applicable, and shall not be more than four square feet in area. No other signs may be erected or maintained on any Lot, and no sign may be erected or maintained on any Lot which contains any language, drawing, or any material other than the words noted above. This restriction shall not apply to signs used by the Developer at the entrance of the subdivision to identify and advertise the subdivision as a whole, nor to signs to advertise Lots and/or houses by Developer or other licensed builders engaged in the business of construction and sale of houses, during the construction and development period and provided such signs are approved by the Architectural Committee. All signs permitted by this subsection are subject to the Association's rules and regulations and the approval of the Architectural Committee, provided however that these restrictions shall not apply to signs used by Developer or his assigns to advertise the property during the promotion and construction of dwellings and sale of Lots. Developer or the Association may enter upon any Lot and summarily remove and destroy any signs which do not meet the provisions of this section, and are hereby granted an easement for this purpose.

Section 11. **Aerials.** No exterior radio or television mast, tower, pole, wire, aerial, antenna, dish or appurtenances thereto, nor any other exterior electronic or electric equipment, structures, devices or wires of any kind shall be installed or maintained on the exterior of any structure located on a Lot or on any other portion of a Lot, unless approved by the Architectural Committee and not located in the front yard. No satellite dish shall be permitted except those of less than one meter in diameter, and any such satellite dish must comply with standards of the Architectural Committee. The Architectural Committee created pursuant to Article VII shall adopt standards for the placement of such satellite dishes.

REC 8549 . 51120

Section 12. Electrical Interference. No electrical machinery, devices or apparatus of any sort shall be used or maintained in any structure located on a Lot which causes interference with the television or radio reception in any structures located on other Lots.

Section 13. Animals. No animals, livestock, or poultry may be raised, bred or kept anywhere within the Properties, except that dogs, cats and other customary household pets, limited to a reasonable number which do not affect adjoining properties in any way, may be kept upon any Lot so long as they are not kept, bred or maintained for any commercial purpose. Each Owner shall have the responsibility to clean up the waste produced by his or her pet immediately, and all pets shall be properly leashed, caged, or controlled in whatever manner is most practical whether it is located upon or off a Lot, and shall be subject to all applicable local ordinances existing at the time.

The keeping of a dog or other pet on the Property is not a right of an Owner, but is a conditional license. This conditional license is subject to termination at any time by the Association upon a finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. The owner of a pet assumes liability for all damage to persons or property caused by the pet or resulting from its presence on the Property. A dog must be kept on a leash at all times when outside.

Section 14. Nuisances. No illegal, noxious, or offensive activity shall be permitted or carried out on any part of the Property, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Property, nor upon any lands contiguous thereto. No fires for the burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of the Property, except by the Developer. No Owner shall permit any use of his Lot or make any use of the Common Areas or streets within the Subdivision that will increase the cost of insurance upon the Property above the cost when the Property is used for approved purposes, or that will cause any such insurance to be cancelled or threatened for cancellation, except with the prior written consent of the Association. No bicycles, tricycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys, or other such items shall be parked or permitted to stand for any period of time on the streets or Common Areas, except in accordance with the Rules and Regulations.

Section 15. Trees and Surface Conditions. No Owner shall plant or place any shrubbery, hedges, trees or other plantings on any part of the Property lying outside of the Owner's Lot. No living tree having a diameter greater than six (6) inches measured at a height of four (4) feet above ground level, may be cut on any of the Property without first obtaining the written consent of the Architectural Committee. No sod, topsoil, or shrubbery shall be removed from the Property, no change in elevations shall be made, and no change in the condition of the soil or the level of the land shall be made which result in any permanent change in the flow and drainage of surface water which is not approved by the Architectural Committee.

Section 16. Maintenance. Each Owner must repair, replace and maintain the, walks, fencing, exterior building surfaces, windows, doors, trim members, driveways, and other exterior improvements and attachments from time to time situated on such owner's Lot, which are not maintained by the Association. The Association shall maintain the landscaping, lawn, and irrigation system, including fertilization and irrigation water, exterior paint, exterior roofing including repair and replacement, the security wall, streetlights, and main subdivision roadway including repaving as necessary. Each Owner's duty of maintenance includes any and all easement areas upon such Owner's Lot. No Owner may permit any

REC 8549 61139

waste to the exterior portions of such Owner's Lot. Each Owner must make all repairs, maintenance and replacements necessary to attachments and appurtenant driveways, if any, in a safe, sanitary and reasonably attractive condition. Should an Owner fail to meet the minimum standards for maintenance, then the Association may perform or have performed the necessary required maintenance and thereafter specifically assess such Owner for such costs pursuant to Article V, Section 4 hereunder.

Section 17. Rules and Regulations. The Association may adopt reasonable rules and regulations concerning the appearance and use of the Property, including both Lots and the Common Area, and may be amended from time to time by the Association in the manner provided by the Articles and By-Laws. The Association shall provide copies of the regulations and amendments thereto to all Owners and residents. The rules and regulations shall be binding on all Owners and residents after such copies are furnished. No Owner, invitee, or person residing within the Properties may violate the Association's rules and regulations for the use of the Properties. All Owners and other persons residing within the Properties, and their invitees, at all times will do all things reasonably necessary to comply with such rules and regulations. The Association may impose reasonable monetary fines and other sanctions for violations of the rules which may be collected by liens and foreclosure as provided herein. Wherever any provision of this Declaration restricts or prohibits any activity, condition or structure within the Properties except as permitted by the Association's rules and regulations, such restriction or prohibition is self-executing until the Association promulgates rules and regulations expressly permitting such activities. Without limitation, any rule or regulation will be deemed "promulgated" when mailed to all Owners at the address shown on the Association's books or when posted at a conspicuous place on the Properties from time to time designated by the Association for such purpose. All rules and regulations may be initially promulgated by the Board, subject to amendment or rescission by a majority of both classes of membership present and entitled to vote at any regular or special meeting of members. The Association's procedures for enforcing its rules and regulations shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of the Owner's choice.

Section 18. Mining. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 19. Activities of Developer. Notwithstanding any other provision of the Declaration, until the Developer has completed all subdivision improvements and the sale of all Lots, neither the Association nor any Owner shall interfere with the completion of sales of the Lots. Developer may make such use of the unsold Lots as may facilitate sales, including maintenance of a sales office and model homes, construction and use of parking lots, the showing of Lots and the display of signs.

Section 20. Fences. Fences shall be permitted only as designated in guidelines adopted by the Architectural Committee. The Architectural Committee created pursuant to Article VII hereof shall adopt uniform standards for the design and placement of fences, which standards shall not be limited to those specified in Article VII, but shall be compatible with the community as a whole. All fences shall comply with County regulations and be subject to review by the Architectural Committee as provided in Article VII.

Section 21. Replacement. In the event a residence is damaged or destroyed by casualty, hazard or other loss, then within twelve (12) months after such incident, the Owner thereof shall either rebuild or repair the damaged residence or promptly clear the damaged improvements and regrass and landscape the Lot in a sightly manner.

Section 22. **Utility Lines.** All telephone, electric, cable, and other utility lines and connections between the main or primary utility lines and the dwelling or other buildings located on a Lot shall be located underground and concealed from view. The Owner of a Lot shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary underground utility system from the applicable transformer or supply to the residence and other buildings on the Lot.

Section 23. **Mailboxes.** No mailbox or paper box shall be erected or installed unless approved for design and location by the Architectural Committee.

Section 24. **Wells.** No wells may be drilled or maintained on any Lot without the prior written approval of the Architectural Committee, which may impose individual conditions on such operation in addition to those imposed by government.

Section 25. **Basketball Hoops.** No basketball hoops, backboards, or pole structures may be erected in any front yard or on the front side of any dwelling. Pursuant to specific approval of the Architectural Committee, such hoops, backboards or pole structures may be erected in rear yards, where the location approved will not affect adjacent properties.

Section 26. **Clotheslines.** No clotheslines or devices for the air-drying of clothing may be constructed in any location on a lot which is visible from any street.

Section 27. **Swimming Pools.** No above ground swimming pools shall be constructed on a lot. A screen enclosure or fence must be used to enclose in-ground pools. Pool and enclosure construction are subject to review by the Architectural Committee pursuant to the terms of Article VII.

ARTICLE IV. OPERATION, MAINTENANCE AND MONITORING OF DRAINAGE FACILITIES

Section 1. The Association shall maintain, as part of the common elements, drainage structures for the properties and comply with conditions of the permits from the Southwest Florida Water Management District (District) for the drainage system. The Association, shall, when requested by Developer, accept transfer of the District permit. The conditions of the permit may include monitoring and record keeping schedules, and maintenance.

Section 2. Water quality data for the water discharged from the permittee's property or into the surface waters of the state shall be submitted to the District as required. Parameters to be monitored may include those listed in Chapter 17-3 of the Florida Administrative Code. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by American Public Health Association of Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the permittee shall provide data as required on volume of water discharged, including total volume discharged during the days of sampling and total monthly discharge from the Property or into surface waters of the State.

Section 3. The Association agrees to operate and maintain the system, and shall maintain sufficient ownership so that it has control over all water management facilities authorized.

REC'D 04 23
CITY

Section 4. The Association shall at all times properly operate and maintain the systems of treatment and control (and related appurtenances) that are installed or used to achieve compliance with conditions of the permit, as required by the District. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by District rules.

Section 5. The Association, specifically agrees to allow authorized District personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted; for the purposes of inspection and testing to determine compliance with this permit and District regulations, such as:

- a. Having access to and copying any records that must be kept under the conditions of the permit;
- b. Inspecting the facility, equipment, practices, or operations regulated or required under the permit;
- c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with the permit or District rules; and
- ~~d. Gathering of data and information.~~

Reasonable time may depend on the nature of the concern being investigated.

Section 6. It shall be the responsibility of each property owner within the subdivision at the time of construction of a building, residence, or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with the Southwest Florida Water Management District (District).

Section 7. No owner of property within the subdivision may construct any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the District pursuant to Chapter 40D-4.

**ARTICLE V.
THE ASSOCIATION**

Section 1. **Membership.** Every Owner of a Lot is a Member of the Association. If title to a Lot is held by more than one person, each such person is a Member. An Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and it is transferred automatically by conveyance of title to that Lot and may not be separated from ownership of a Lot. No person except an Owner may be a Member of the Association, and a membership in the Association may not be transferred except by transfer of title to a Lot. An Owner who is a contract seller may assign such Owner's membership and voting rights to such Owner's vendee in possession.

Section 2. **Voting.** The Association shall have two classes of voting membership:

REC'D 5 4 9
7 4 1 9.

Class A. The Class A members shall be all Owners, with the exception of Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in each Lot owned, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be Developer who shall be entitled to nine (9) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of one of the following events, whichever occurs earlier:

- a. when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- b. on the anniversary date seven years from the date when the first Lot is conveyed to a Class A Member.

Section 3. Common Area. Subject to the rights of Owners set forth in this Declaration, the Association has exclusive management and control of the Common Area, its improvements if any, and all related furnishings, equipment, fencing and other personal property, if any. The Association's duties with respect to the Common Area include the management and operation of, improvements, equipment and personal property installed by the Developer on the Common Area, so as to keep all of the foregoing in good, clean substantial, attractive, sanitary, safe and serviceable condition, order and repair; the payment of all taxes validly levied, assessed, or imposed with respect to the Common Area; and the maintenance of adequate public liability and property insurance with respect to the Common Area. The initial Common Areas in the subdivision are as defined herein. The Association shall maintain the structural portion of the perimeter wall constructed within the Common Area and shall paint the exterior face and top of the wall as needed. Each Owner shall paint the interior face (i.e. that portion facing his Dwelling) as needed.

Section 4. Exterior Maintenance. The Association has no duty of exterior maintenance with respect to any Lot, except the Association shall maintain exterior landscaping, lawn, irrigation system, exterior painting and roofing; and each Owner must maintain such Owner's Lot, including any appurtenant driveways, in a safe, sanitary and reasonably attractive condition. If:

- a. any Owner refuses or fails to make any repairs, maintenance, or replacements required by Article III, Section 18, above; and
- b. as a result, any condition on or adjoining such Owner's Lot becomes a hazard or nuisance to any other Owner, or diminishes or impairs the value or marketability of any other Lot, or is visually objectionable to persons lawfully upon the Properties; and
- c. at least seventy-five percent (75%) of the members of the Board find that the Owner was provided reasonable notice of the failure of repair, maintenance or replacement and the Board's consideration thereof, and was given an opportunity to be heard by the Board;

then, upon the occurrence of all of the foregoing, the Association may make or perform such repairs, maintenance, or replacements as reasonably are necessary to correct such condition and assess all costs so incurred against such Owner's Lot as provided in Article VI, Section 4, below.

Section 5. **Access By The Association.** The Association has a right of entry onto the exterior portions of each Lot to the extent reasonably necessary to discharge its duties of exterior maintenance, if any, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted by this Declaration or by any applicable Supplemental or Amended Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into any improvement upon any Lot shall not be made without the consent of its Owner or occupant for any purpose, except pursuant to Court order or other authority granted by Law. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees and contractors.

Section 6. **Services.** The Association may obtain and pay for the services of any person to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration, or the Articles, By-Laws, rules and regulations.

~~Section 7. **Rules and Regulations.** As provided in the By-Laws, the Association, from time to time may adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Properties, consistent with the rights and duties established by this Declaration. The Association's procedures for enforcing its rules and regulations at all times must provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person, or through representatives of such Owner's choosing, or both.~~

Section 8. **Capital Improvements.** Except for replacement or repair of items installed by Developer, such as the perimeter wall and landscaped entry features, and except for any personal property related to the Common Area, the Association may not authorize capital improvements to the Common Area without the prior approval of seventy-five percent (75%) of the Association Members present and voting in person or by proxy at a meeting duly convened for such purposes as provided in Article VIII, Section 2, below.

Section 9. **Amplification.** The provisions of this Declaration may be amplified by the Articles of Incorporation and By-Laws of Pine Grove Reserve Homeowners Association, Inc., but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in the Declaration, or any Supplemental Declaration. The Developer intends that the provisions of this Declaration and any Supplemental or Amended Declaration, on the one hand, and the Articles of Incorporation and By-Laws on the other hand, be interpreted, construed and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Developer intends that the provisions of this Declaration, or any Supplemental or Amended Declaration, control anything to the contrary in the Articles of Incorporation or By-Laws.

ARTICLE VI. ASSESSMENTS

Section 1. **Assessments Established.** For each Lot owned within the Properties, Developer covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it is so expressed in such Deed, is deemed to covenant and agree, to pay to the Association:

REC'D
7 4 3
6 1 1
2

- a. An annual assessment, as provided in Section 2 of this Article; and
- b. Special assessments, as provided in Section 3 of this Article; and
- c. Specific assessments, as provided in Section 4 of this Article; and
- d. All excise taxes, if any, that from time to time may be imposed by law upon all or any portion of the assessments established by this Article;
- e. Interest and costs of collection of such assessments, including reasonable attorney's fees, as provided in this Declaration; and
- f. A water usage assessment, as determined from the metering of water usage at each unit, including a \$100 deposit due at the time of purchase of a Lot by an Owner not the Developer.

All of the foregoing are a continuing charge on the land and secured by a continuing lien upon the Lot against which each assessment is made, as provided in Section 7, below. Each such assessment, together with excise taxes, interest and all costs and expenses of collection, including reasonable attorney's fees, also is the personal obligation of the person who was the Owner of such Lot when such assessment fell due. Such personal obligation will not pass to an Owner's successors in title unless assumed expressly in writing, however.

Class B lots shall not be assessed an annual or special assessment, but Developer may pay the excess expenses of the Association, including reserves, which exceed the amounts collected from Class A lot assessments, as long as Class A assessments do not exceed \$200.00 per month. Each Class A Lot shall be assessed a proportional share of the common expenses, which share is equal to a fraction the numerator of which is one and the denominator of which is the total number of Class A lots subject to assessment under this Declaration.

Section 2. Annual Assessment. The annual assessment must be used exclusively to promote the recreation, health, safety and welfare of the residents within the Properties, including (i) the operation, management, maintenance, repair, servicing, renewal, replacement and improvements of the Common Area, including road resurfacing and the establishment of reserve accounts therefor, and the maintenance of the security wall; and (ii) the cost of labor, equipment, materials, management and supervision of the Common Area, streetlights, and exterior maintenance of the Lots as provided herein, including exterior landscaping, lawn care and fertilization, irrigation system water and maintenance, exterior painting, roofing repair and replacement; and (iii) all other general activities and expenses of the Association. These expenses shall include, but not be limited to exterior maintenance of the common areas and exterior areas of each Lot, water and power for irrigation, exterior maintenance of buildings and of common walls, a reserve for road repaving, payment of fees for street lighting, lawn care and landscaping in common areas and on Lots, and a 45/128 share of expenses in common with the Pine Grove Condominium Association for repaving of the portion of Big Pine Drive used in common with Pine Grove Reserve and lighting at the entrance to Big Pine Drive.

Section 3. Special Assessments. In addition to the annual assessment, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, renewal, repair or replacement of a capital improvement upon the Common Area, provided

REC 8549 Pg 145

such assessment first is approved by seventy-five percent (75%) of the members present and voting in person or by proxy at a meeting duly convened for such purpose. Any such special assessment may be payable in one or more installments, with or without interest, as seventy-five percent (75%) of the Members so present and voting determine. The Association shall charge a special assessment for the construction of the exterior subdivision wall, to be paid to the Developer in an amount not to exceed Thirty Thousand Dollars over a term of five years. The Association may impose a special assessment for the construction of a community feature upon the common area.

Section 4. **Specific Assessments.** Any and all accrued, liquidated indebtedness of any Owner to the Association, including fines, arising under the provision of this Declaration, or by contract expressed or implied, or because of any act or omission of any Owner or person for whom such Owner is responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay it within thirty (30) days after written demand. This shall include costs of the Association for water use which are attributable to such Owner's Lot.

Section 5. **Amount.** Until the close of the first fiscal year following Developer's conveyance of the Common Area to the Association, the annual assessment will not exceed \$100.00 per month per Lot, or \$1,200 yearly. At least thirty (30) days before the expiration of each fiscal year, the Board will prepare and distribute to each Owner a proposed budget for the Association's operations during the next ensuing fiscal year. If such budget requires an increase in the annual assessment of 15% or less over the previous year's assessment, the assessment so proposed will take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. If such budget requires an annual assessment that is either more than a fifteen percent (15%) increase over the annual assessment then in effect, or would increase the budget by an amount exceeding the increase in the Consumer Price Index ("CPI") published by the U.S. Department of Labor for the preceding year, or a comparable index if the CPI is not available, whichever increase is greater, then however, the Board must call a membership meeting on not less than fifteen (15) days prior notice for the purpose of approving such increase. A majority of the votes, pursuant to Article V, Section 2, of those Members present and voting is sufficient for such approval, and the assessment approved will take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. If the proposed assessment is disapproved, a majority of the votes will determine the annual assessment for the next ensuing fiscal year, which may be in any amount not exceeding that stated in the meeting notice. Each annual assessment may be payable in such number of installments, with or without interest, as the Board determines. In the absence of any action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the annual assessment then in effect automatically will continue for the ensuing year.

Section 6. **Commencement.** The assessments provided by this Article will commence as to all Lots upon sale to an Owner not the Developer, at which time the balance of the annual assessment for the year of sale shall be due.

Section 7. **Assessment Lien.** All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a continuing lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any First Mortgage encumbering such Lot; but all other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Declaration, whether or not such consent is set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either,

of the existence of the Association's lien and its priority. The Association may, but is not required to, from time to time, record a Notice of Lien to further evidence the lien established by this Declaration.

Section 8. Association Remedies. Any assessment not paid within thirty (30) days after its due date bears interest at the maximum rate of interest allowed by law at the time. The Association may sue the Owner personally obligated to pay such assessment for a money judgment, or it may foreclose its lien against such Owner's Lot. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise, impairing the security of the Association's lien, or its priority. No Owner may waive or escape liability for the Association's assessments by non-use of the Common Area or by abandonment of such Owner's Lot.

Section 9. Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by a judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In such foreclosure, the Owner is required to pay all costs and expenses of foreclosure including reasonable attorney's fees. All such costs and expenses are secured by the lien foreclosed. Such Owner also is required to pay to the Association all assessments against the Lot that become due during the period of foreclosure, which also are secured by the lien foreclosed and will be accounted and paid as of the date the Owner's title is divested for foreclosure. The Association has the right and power to bid at the foreclosure, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, use and otherwise deal with such Lot as its Owner for purposes of resale only. If any foreclosure sale results in a deficiency, the Association may petition the Court having jurisdiction of the foreclosure to enter a personal judgment against the Owner for such deficiency.

Section 10. Exempt Lots. Any and all Lots from time to time owned by the Association will be exempt from the assessments established by this Article during the period of such ownership. This Association may not own or otherwise acquire Lots except (i) pursuant to foreclosure of the Association's lien, or (ii) one Lot for use as a residence by any resident manager for the Properties who is employed by the Association or Association's manager.

Section 11. Lien Subordination. The Association's lien established by the Declaration is subordinate to the lien of any First Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer of any Lot pursuant to foreclosure of any First Mortgage, or any proceeding in lieu thereof, extinguishes the Association's lien as to payments that became due prior to such sale or transfer, without prejudice, however, to the Association's right to collect such amounts from the Owners personally liable for their payment. No such sale or transfer relieves such Lot from liability for assessment thereafter becoming due or from the lien thereof. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amount secured by the lien created by this Article; and, upon such payment, such encumbrancer will be subrogated to all rights of the Association with respect to such lien, including priority.

Section 12. Homesteads. By acceptance of a deed thereto, each Owner of each Lot is deemed to acknowledge conclusively that (i) the assessments established by this Article are for the improvement and maintenance of any homestead thereon; and (ii) the Association's lien for such assessments has priority over any such homestead; and (iii) such Owner irrevocably waives the benefit of any homestead exemption otherwise available with respect to all amounts secured by such lien.

REC 8549
P 1146

REC 8549 P 1147

Section 13. **Delinquent Assessments.** If an assessment is not paid within fifteen (15) days after the due date, a late fee may be charged by the Association. The Board of Directors shall establish the amount of the late fee. No Owner may waive or otherwise escape liability for the assessments and/or late fee provided for herein by non-use of the Common Area or abandonment of his homesite. The Association shall impose a charge for any returned check of the maximum rate permitted by law.

Section 14. **Water Charges.** The Association shall pay water charges to the Pine Grove Condominium Association, Inc., for use as measured by meter. The Association shall bill each Owner a actual metered water use for such Lot, if available.

**ARTICLE VII.
ARCHITECTURAL CONTROL**

Section 1. **Authority.** No dwellings, building, parking cover, shed, structure, fence, outbuilding, color change, addition, exterior alteration or substantial attachment, or construction or erection of any kind may be erected, placed, reconstructed or permitted to remain on any Lot unless and until approved by the Architectural Committee. Such approval will not be unreasonably withheld for replacements or reconstruction that conform in design, material, appearance and quality to that of the original work.

Section 2. **Design Standards.** The Architectural Committee shall from time to time, subject to this Declaration and the Association documents, adopt, promulgate, amend, revoke, and enforce guidelines, hereinafter referred to as the "Design Standards" for the purposes of:

- (i) governing the form and content of plans and specifications to be submitted to the Architectural Committee for approval pursuant to this Declaration;
- (ii) governing the procedure for such submission of plans and specifications; and
- (iii) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of any structure or dwelling and all matters that require approval by the Architectural Committee pursuant to this Declaration.

Section 3. **Review and Approval of Plans.** No Structure shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials and locations of the same, shall have been submitted to the Architectural Committee for written approval (i) as to conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of Pine Grove Reserve, (ii) as to the location of the Structure in relation to surrounding structures and topography and finished ground elevation, and (iii) shall be consistent with the provisions of this Declaration. In the event the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted in writing, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to completion thereof, approval by the Architectural Committee will not be required.

REC 8549 P 1148

Notwithstanding anything to the contrary, the Architectural Committee may request changes in any plans or Structures that are completed or being built if required by Law and neither the Developer nor the Architectural Committee shall be liable for damages.

In regards to any plans and specifications approved by the Architectural Committee neither Developer, nor any member of the Architectural Committee, shall be responsible or liable in any way for any defects in any plans or specifications, nor for any structural defects in any work done according to such plans and specifications nor for the failure of the plans and specifications to comply with any Law. Further, neither Developer, nor any member of the Architectural Committee shall be liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the exercise of any other power or right of the Architectural Committee provided for in this Declaration. Every Person who submits plans or specifications to any Architectural Committee for approval agrees, by submission of such plans and specifications, and every owner of any Lot agrees, that he will not bring any action or suit against Developer, or any member of the Architectural Committee, to recover for any such damage.

Any employee or agent of the Architectural Committee may, after reasonable notice, at any reasonable time, enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any Structure or the use of any Lot or Structure ~~is in compliance with the provisions of this Declaration; and neither the Architectural Committee, nor any~~ such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

The Architectural Committee may approve builder model plans, which shall not be subject to the above provisions for individual Lots.

Section 4. Committee Membership. The Architectural Committee shall initially not be a committee of the Association, but shall be the Developer. The address of the Architectural Committee is P.O. Box 1558, Valrico, FL 33594. However, at such time as all of the Lots in the Subdivision have been sold by Developer, the powers and duties of the Architectural Committee shall immediately vest in and be assigned to the Association, and the Architectural Committee shall thereafter exist as a committee of the Association under the control of the Association's Board of Directors.

Section 5. Replacement. In the event of the death, inability to serve because of disability, or resignation of any member or members of the Architectural Committee, the remaining member or members thereof shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to exercise the powers and perform the duties of the Architectural Committee.

Section 6. Standards. In reviewing any particular application, the Architectural Committee must consider whether its action will: (i) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Properties; and (ii) preserve the value and desirability of the Properties as a residential community; and (iii) be consistent with the provisions of this Declaration; and (iv) be in the best interest of all Owners in maintaining the value and desirability of the Properties as a residential community.

**ARTICLE VIII.
GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any Owner, has the right to enforce, by any appropriate proceeding, all restrictions, conditions, covenants, easements, reservations, rules, regulations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If any Owner or the Association is the prevailing party in any litigation involving this Declaration, then that party also has the right to recover all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Association employs an attorney to enforce the provisions of this Declaration against any Owner, regardless of whether suit is brought, the costs and expenses of such enforcement, including reasonable attorneys' fees, may be assessed against such Owner's Lot as provided in Article V, Section 4. Failure by the Association or any Owner to enforce any provisions contained in this Declaration does not constitute a waiver of the right to do so at any time, except as provided. Developer also has the right to enforce all provisions of this Declaration relating to the use, maintenance, and preservation of the Properties; and, if Developer is the prevailing party in any litigation involving this Declaration, to recover all of Developer's costs and expenses incurred, including reasonable attorneys' fees.

Section 2. Meeting Requirements. Wherever any provision of this Declaration, the Articles of Incorporation, or the By-Laws requires any action to be approved by two-thirds (2/3) or more of the votes, pursuant to Article V, Section 2, of membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all Members not less than fifteen (15) days in advance, setting forth its purpose. At such meeting the presence in person or by proxy of Members entitled to cast at least fifty percent (50%) of the votes, pursuant to Article V, Section 2, outstanding constitutes a quorum.

Section 3. Rights of Mortgagees. By agreement between any Owner and the holder of any mortgage on such Owner's Lot, any and all membership rights of such Owner may be assigned to, and exercised by, such Mortgagee as collateral or additional security for performance of the obligations secured by such mortgage; but no such assignment or delegation will bind the Association until the Association has received written notice thereof.

Section 4. Approval of FIIA/VA. Notwithstanding anything contained herein to the contrary, any amendment to this Declaration, the Articles, or the By-Laws; or any annexation of additional property; or any merger or consolidation of the association or any dissolution of the association; or any mortgaging, sale or dedication of any common area, must be approved by the Federal Housing Administration or the Veterans Administration as long as there is Class "B" members.

Section 5. Severability. Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which will remain in full force and effect provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision of this Declaration when necessary to avoid a finding of invalidity which otherwise effectuates Developer's intent of providing a comprehensive plan for the use, development, sale and beneficial enjoyment of the Properties.

Section 6. Amendment. The provisions of this Declaration will run with and bind the Properties, and will inure to the benefit of and be enforceable by the Association for so long as the Properties are used in whole or in part as a residential community, and in all events, for at least twenty-

OFF 0549 P. 1150

five (25) years following the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended by an instrument signed by members entitled to cast not less than seventy-five (75%) of the votes pursuant to Article V, Section 2, hereof. No amendment shall be effective which shall impair or prejudice the rights or priorities of the Developer or any Institutional Mortgagee without the specific written approval of the Developer or Institutional Mortgagee affected thereby. While there is Class B membership, 75% of each Class of Owners must approve any amendment. If necessary to obtain any governmental approval, including approval by the Federal Housing Administration or Veteran's Administration, or to correct a scrivener's error or omission, Developer may amend this Declaration within the first year after its recording. No amendment shall affect the surface water management system without the prior approval of the Southwest Florida Water Management District.

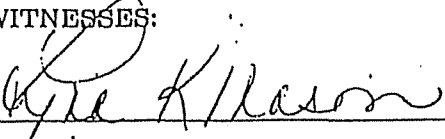
Section 7. Easements for De Minimis Unintentional Encroachments. Where necessary and appropriate, Developer and/or the Association, whichever is in control of the particular portion of the Properties at the time, may grant easements for de minimis unintentional encroachments.

Section 8. Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of the terms "including" or "include" is without limitation; the terms "Common Area", "Lot", and "Properties" include both any portion applicable to the context and any and all improvements, fixtures, trees vegetation, and other property from time to time situated thereon; and use of the words "must", "will" and "should" is intended to have the same legal effect as the word "shall". This Declaration should be construed in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Properties as a residential community by providing a common plan for their development and enjoyment.

Section 9. Annexation. Within five years of the date of execution of this Declaration, Developer may, subject to compliance with Section 4 above, add contiguous lands to the Property described in Exhibit "A" attached hereto by the filing of a supplemental declaration declaring such annexed lands to be subject to the provisions hereof, with such modifications and additions as may be applicable to such annexed lands. Upon the filing of such a supplemental declaration, the Lots and lands annexed thereby shall become subject to this Declaration, to the assessment provisions hereof, and to the jurisdiction of the Architectural Committee and the Association. For purposes of Article V, Section 2, the Lots in the annexed lands shall be considered to have been part of the Property since the filing of this Declaration.

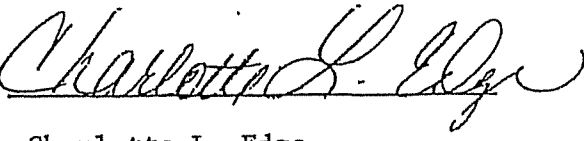
IN WITNESS WHEREOF, Developer has executed this Declaration the date stated above.

WITNESSES:

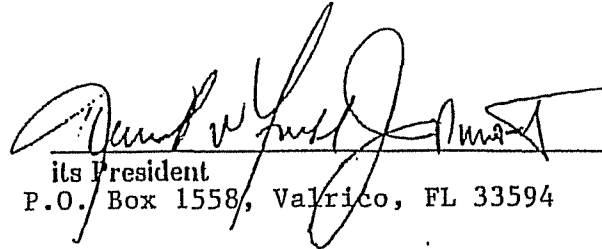


Lyna K. Mason
Please Print Name

Franklin Development Corporation
by:



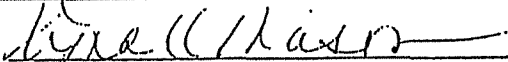
Charlotte L. Edge
Please Print Name



its President
P.O. Box 1558, Valrico, FL 33594

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 28th day of April, 1997,
by KENNETH W. FRANK Pres. of Franklin Development Corporation. He is personally known
to me ~~on this day~~XX



NOTARY PUBLIC
Name: _____
Serial #: _____
My Commission Expires: _____



LYNA K. MASON
MY COMMISSION # GC283919 EXPIRES
June 6, 1997
BONDED THRU TROY FAIR INSURANCE, INC.

REC-8549
P-1151

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of PINE GROVE RESERVE HOMEOWNERS' ASSOCIATION INC., a Florida corporation, filed on December 16, 1996, as shown by the records of this office.

The document number of this corporation is N96000006407.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
Seventeenth day of December, 1996



CR2EO22 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

ARTICLES OF INCORPORATION

OF

PINE GROVE RESERVE HOMEOWNERS' ASSOCIATION INC.

A Florida Corporation Not For Profit

The undersigned incorporator, a resident of the State of Florida and of full age, hereby makes, subscribes, acknowledges and files with the Department of the State of Florida these Articles of Incorporation for the purpose of forming a corporation not for profit under the laws of the State of Florida.

ARTICLE I

NAME

The name of this corporation is Pine Grove Reserve Homeowners' Association, Inc., a Florida corporation not for profit, (hereinafter called the "Association" in these Articles.)

ARTICLE II

OFFICE AND REGISTERED AGENT

This Association's registered office is 325 South Boulevard Tampa, Florida 33606 Hillsborough County, Florida, and its registered agent is Judith L. James who maintains a business office at 325 South Boulevard, Tampa, Florida 33606. Both this Association's registered office and registered agent may be changed from time to time by the Board of Directors as provided by law.

ARTICLE III

PURPOSE

This Association does not contemplate pecuniary gain or profit

RECORDED
2006 DEC 16 AM 10:15

to its members and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of all common areas and other residence lots within that certain tract of property (hereinafter called the Property) in Hillsborough County, Florida.

ARTICLE IV

POWERS

Without limitation this Association is empowered to:

(a) Declaration. Exercise all rights, powers, privileges and perform all duties, of this Association set forth in that certain Declaration of Covenants, Conditions and Restrictions (hereinafter called the Declaration) applicable to the property and recorded or to be recorded in the Public Records of Hillsborough County, Florida and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in full, including the maintenance and operation of the surface water management system;

(b) Property. In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, repair, replace, operate, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs. The Association shall operate and maintain the surface water management system as permitted by

the Southwest Florida Water Management District, including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances.

(c) Assessments. Fix, levy, collect, and enforce by any lawful means all charges or assessments established by, or pursuant to, the Declaration, for the purposes expressed therein including the operation and maintenance of the surface water management system; and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder.

(d) Costs. Pay all costs, expenses, and obligations lawfully incurred in connection with this Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against this Association's property.

(e) Borrowing. Borrow money and, with the approval of two-thirds of each class of members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations.

(f) Dedications. With the approval of three-fourths of the members, dedicate, sell or transfer all or any part of its property to any public agency, authority, or utility for such purposes, and subject to such conditions, as seventy-five

percent (75%) of the members determine.

(g) Mergers. With the approval of two-thirds (2/3) of the members, participate in mergers and consolidations with other non-profit corporations organized for similar purposes.

(h) Rules. From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, Common Area, and Corporate Property, and members' responsibilities, consistent with the rights and duties established by the Declaration and these Articles.

(i) General. Have and exercise all common law rights, powers, and privileges and those that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration or these Articles, or reasonably necessary to effectuate the exercise of any right, power, or privilege so granted.

(j) Enforcement. To enforce by legal means the obligations of the members of the corporation; the provisions of the Declaration, and the provisions of a dedication or conveyance of the Corporate Property to the corporation with respect to the use and maintenance thereof.

ARTICLE V

MEMBERSHIP

Every person who from time to time holds the record fee simple title to, or any undivided fee simple interest in, any Lot that is subject to the provisions of the Declaration is a member of this Association, including contract sellers, but excluding all other persons who hold any interest in any Lot merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot that is subject to the provisions of the Declaration, and membership may not be transferred other than by transfer of title to such Lot. Each membership is transferred automatically by conveyance of title of a Lot.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant (as defined in the Declaration), and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant, and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A

membership on the happening of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on the anniversary date five years from the date when the first Lot is conveyed to an individual purchaser.

ARTICLE VII

BOARD OF DIRECTORS

Section 1. This Association's affairs are managed by a Board of Directors initially composed of three Directors. The number of Directors from time to time may be changed by amendment to this Association's By-Laws, but at all times it must be an odd number of three or more but not to exceed five (5). The initial Directors named below shall serve until this Association's first annual meeting. The term of office for all Directors is one year. Before any such annual meeting, all vacancies occurring on the Board of Directors, if any, will be filled by majority vote of the remaining Directors, even if less than a quorum. Any Director may succeed himself or herself in office. All Directors will be elected by secret written ballot. Each member may cast as many votes for each vacancy as such member has; and the person receiving the largest number of votes cast for each vacancy is elected. Cumulative voting is not permitted. Directors need not be

Association members.

Section 2. The names and addresses of the persons who will serve as Directors until their successors have been duly elected and qualify, unless they sooner die, resign, or are removed, are:

Name: Kenneth W. Franklin, Jr., President/Director
Kenneth Franklin, Sr., Vice President/Director
Kevin McGuinness, Secretary/Treasurer/Director

Address: 3609 Cinnamon Trace
Valrico, Florida 33594

ARTICLE VIII

INCORPORATOR

The name and residence of the incorporator is:

NAME: Judith L. James
ADDRESS: 325 South Boulevard
Tampa, Florida 33606

ARTICLE IX

DISSOLUTION

This Association may be dissolved in the manner from time to time provided by the laws of the State of Florida and with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of this Association in any manner other than incident to a merger or consolidation, all of this Association's assets must be dedicated to an appropriate public agency to be used for purposes similar to

those for which this Association was created. If dedication is refused, such assets must be granted, conveyed, and assigned to any similar nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes. In no event, however may any assets inure to the benefit of any member or other private individual.

ARTICLE X

DURATION

This Association exists perpetually.

ARTICLE XI

BY-LAWS

This Association's By-Laws initially will be adopted by the Board of Directors. Thereafter, the By-Laws may be altered, amended, or rescinded with the approval of seventy-five percent (75%) of each class of members, except as to those provisions for Amendment to the By-Laws which are provided in the Declaration or any Supplemental Declaration in which case those provisions shall control such Amendments.

ARTICLE XII

AMENDMENTS

Amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, provided that each such amendment must have the approval

in writing of seventy-five percent (75%) of the entire membership, except as to those provisions for Amendment to the By Laws which are provided in the Declaration or any Supplemental Declaration in which case those provisions shall control such Amendments.

ARTICLE XIII

INTERPRETATION

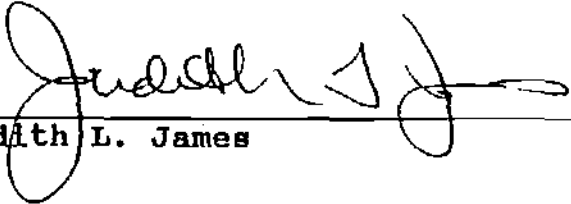
Express reference is made to the Declaration where necessary to interpret, construe, and clarify the provisions of the Articles. Without limitation, all terms defined in the Declaration have the same meaning where used in these Articles. By subscribing and filing these Articles, the incorporators intend its provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, and applied with those of the Declaration to avoid inconsistencies or conflicting results.

ARTICLE XIV

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 13 day of December, 1996.



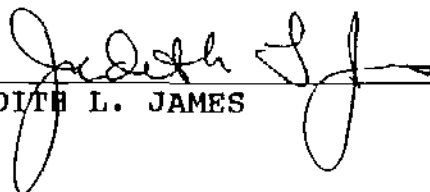
Judith L. James

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA AND NAMING THE REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED.

Pine Grove Reserve Homeowners' Association, Inc., desiring to organize under the laws of the State of Florida, as a corporation not for profit with its principal office, as indicated in its Articles of Incorporation, at 325 South Boulevard, Tampa, Florida 33606, County of Hillsborough, State of Florida, has named Judith L. James, whose business offices is 325 South Boulevard, Tampa Florida 33606, as its registered agent to accept service of process within Florida.

ACCEPTANCE

Having been named to accept service of process for the foregoing corporation at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes, including the duties and obligations imposed by Section 607.325, relative to the proper and complete performance of my duties.



JUDITH L. JAMES

Date: 12-13-94

RECEIVED
NOV 15 1994

BY-LAWS

PINE GROVE RESERVE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION.

The name of the corporation is Pine Grove Reserve Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 325 South Boulevard, Tampa, Florida 33606, or at such other place as is designated by the Board of Directors, but meetings of members and directors may be held at such places within Hillsborough County, Florida as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

The definitions as set out in the Declaration of Covenants, Conditions and Restrictions of Pine Grove Reserve (Declaration) are hereby incorporated by reference.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of seven o'clock, P.M. If the day for the annual meeting of the members is a legal

holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership. Business conducted at a special meeting is limited to the purposes described in the notice of meeting.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of limited or general proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or

represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Unless otherwise provided in these By-Laws, Articles of Incorporation or Declaration, decisions shall be made by a majority of the voting interests of each class represented at a meeting at which a quorum is present.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. To be valid a proxy must be dated and must state the date, time and place of the meeting for which it was given and must be signed by the authorized person who executed the proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. A proxy is not valid for a period longer than 90 days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the homeowner who executes it. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or By-Laws or for any matter that requires or permits a vote of the homeowners.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by an initial board of three (3) directors, consisting of Kenneth W. Franklin, Jr., Kenneth Franklin, Sr., and Kevin McGuinness. Thereafter the Board of Directors shall consist of a least three (3) members.

Section 2. Term of Office. The term of office for all directors is one year. The initial directors of the Association set forth in the Articles of Incorporation shall hold office until the first annual meeting.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority of all votes of the membership. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board

of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot at the annual meeting. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Use of Proxy. For election of members of the Board of Directors, homeowners shall vote in person at a meeting of the homeowners or by a ballot that the homeowner personally casts.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Meetings. Meetings of the Board of Directors shall be on a regular basis at such place and hour as may be fixed from time to time by Resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meeting. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director. Said notice may be waived prior to such meeting by unanimous consent of the Board.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Notice to Members. Meetings of the Board of Directors shall be open to all members, and notices of meetings shall be posted in a conspicuous place on the Association property at least 48 hours in advance, except in an emergency or notice may be mailed or delivered to each member at least seven days before the meeting. Notice of any meeting in which assessments against parcels are to be established shall specifically contain a

... THAT ... THE ... OF SUCH ... THIS ... FOR ... TO ... COMMITTEE MEETINGS.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Association, by and through its Board of Directors, shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Association, by and through its Board of Directors, to:

A. maintain the official records of the Association, which include the following items:

(1) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the association is obligated to maintain, repair, or replace.

(2) A copy of the By-Laws of the Association and of each amendment to the By-Laws.

(3) A copy of the Articles of Incorporation of the Association and of each amendment thereto.

(4) A copy of the Declaration of Covenants and a copy of each amendment thereto.

(5) The copy of the current rules of the Homeowner's Association.

(6) The minutes of all meetings of the Board of Directors and of the members, which minutes must be retained for at least seven (7) years.

(7) A current roster of all members and their mailing addresses and parcel identification.

(8) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.

(9) A current copy of all contracts to which the Association is a party, including, without limitation,

any management agreement, lease or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one (1) year.

(10) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

a. Accurate, itemized, and detailed records of all receipts and expenditures.

b. A current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.

c. All tax returns, financial statements, and financial reports of the Association.

d. Any other records that identify, measure, record or communicate financial information.

B. supervise all officers, agents and employees of this Association, and to see that their duties are properly

performed;

C. as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(4) collect at first closing on the Lot the balance of the assessment owing for the remaining portion of the year.

D. issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. Reasonable charges may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

E. procure and maintain adequate liability and hazard insurance on property owned by the Association;

F. cause all officers or employees having fiscal

responsibilities to be bonded, as it may deem appropriate;

G. cause the Common Area to be maintained;

H. establish prior to the beginning of the fiscal year and prior to setting the assessments for the coming year, an annual budget for the Association, including maintenance of common areas, and establish reserve accounts for replacement of those parts of the common elements which have a limited useful life span.

I. defend the Association from any and all claims or actions at law.

J. The Association shall prepare an annual budget. The budget must reflect the estimate revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The Association shall provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The copy must be provided to the member within the time limits set by law.

K. The Association shall prepare an annual financial report within 60 days after the close of the fiscal year. The Association shall, within the time limit set by law provide each member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the member. The

financial report must consist of either:

1. Financial statements presented in conformity with generally accepted accounting principles; or
2. A financial report of actual receipts and expenditures, cash basis, which report must show:
 - a. The amount of receipts and expenditures by classification; and
 - b. the beginning and ending cash balances of the Association.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such

other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaced.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board

of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual

audit of the Association books to be made by a public accountant at the completion of each fiscal year, if required by the Board of Directors; and shall prepare or have prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

Section 1. The official records of the Association shall at all times during reasonable business hours, be subject to inspection by any member and available for photocopying by members or their authorized agents at reasonable times and places within 10 business days after receipt of a written request for access. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 2. Minutes of all meetings of members and of the Board of Directors must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a board meeting must be recorded in the minutes.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration each member is obligated to pay to the Association all assessments as listed in the Declaration, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest at the rate of eighteen percent (18%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment, provided however, in no event shall this interest rate exceed the maximum allowable by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Pine Grove Reserve Homeowners Association, Inc. and within the center the word "Florida".

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XV

RIGHT OF MEMBERS TO PEACEFULLY ASSEMBLE

All common areas serving any homeowner's association shall be

available to members and their invited guests for the use intended for such common areas. The entity or entities responsible for the operation of the common areas may adopt reasonable rules and regulations pertaining to the use of such common areas. No entity or entities shall unreasonably restrict any member's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in common areas.

PINE GROVE RESERVE HOMEOWNERS ASSOCIATION, INC.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Pine Grove Reserve Homeowners Association, Inc., a Florida corporation not-for-profit, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted by written consent of the Board of Directors thereof, effective as of the _____ day of _____, 1996.

IN WITNESS WHEREOF, we, being all of the directors of Pine Grove Reserve Homeowners Association, Inc. have hereunto set our hands this _____ day of _____, 1996.

Rebecca P. Reggs
Secretary - Rebecca P. Reggs

Kenneth W. Franklin, Jr.
Director - Kenneth W. Franklin, Jr.

Kenneth W. Franklin
Director - Kenneth Franklin, Sr.

Kevin McGuinness
Director - Kevin McGuinness