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THIS INSTRUMENT WAS PREPARED BY:
PAUL H. NESSLER, JR., ESQ.
10002 CORTEZ BOULEVARD
SPRING HILL, FL 34613

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HERNANDO COUNTY, FLORIDA

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

RCD 06M 30 2003 02:10pm
KAREN NICOLAI, CLERK

WOODLAND WATERS, PHASE FIVE

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS of WOODLAND WATERS, PHASE FIVE, as hereinafter described, is made this 25 day of June, 2003, by TOOKE LAKE JOINT VENTURE, a Florida General Partnership, hereinafter referred to as the "DECLARANT", the owner of certain property in the County of Hernando, State of Florida, which is more particularly described as follows:

All lots in WOODLAND WATERS, PHASE FIVE, being numbered and designated in accordance with the plat of said subdivision, which appears of record in Plat Book 33, Pages 33 through 35, inclusive, of the Public Records of Hernando County, Florida.

RESTRICTIONS AND RESERVATIONS

The undersigned, TOOKE LAKE JOINT VENTURE, a Florida General partnership, being the owner in fee simple of all lots in WOODLAND WATERS, PHASE FIVE, as hereinabove set forth, for the purpose of providing for an orderly plan of development, does hereby make the following declarations as to limitations, restrictions, and uses to which the lots constituting said subdivision may be put, further imposing certain obligations on the persons acquiring title to the said lots, and further hereby specifying that said declaration shall constitute covenants to run with all of the land as provided by law, and shall be binding on all parties and all persons claiming ownership under them, and for the benefit of and limitations on all future owners in said subdivision.

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is designed for the purpose of keeping said subdivision desirable, uniform and suitable in architectural design and use, as herein specified, and to heighten the enjoyment

of ownership thereof, to protect the value of the property by preventing the construction of unsightly structures, the prevention of offensive or obnoxious uses, and, further, to require the property owners to connect to the central water system which is installed in all of the units in WOODLAND WATERS, PHASE FIVE (paying connection and hook-up fees, as required), and to further the orderly development and growth of WOODLAND WATERS, PHASE FIVE.

ARTICLE I

DEFINITIONS

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

(a) **"ASSOCIATION"** shall mean and refer to HOMEOWNERS ASSOCIATION OF WOODLAND WATERS, INC., a Florida Corporation Not For Pecuniary Profit, its successors and/or assigns.

(b) **"OWNER"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any residential lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(c) **"PROPERTIES"** shall mean and refer to that certain real property hereinabove described, as well as all properties described in Plat Book 24, Pages 8-11, Plat Book 28, Pages 6-9, Plat Book 31, Pages 42-44 and Plat Book 32 Pages 36-37, all of the public records of Hernando County, FL, and any additions thereto as are subject to this Declaration or any Supplemental Declaration pursuant to the provisions hereof. DECLARANT may, from time to time, bring other lands under the provisions hereof and under the jurisdiction of the ASSOCIATION by recording Supplemental Declarations. All of said Properties described herein are known collectively as "WOODLAND WATERS".

(d) **"COMMON AREA"** shall mean all real property owned by the ASSOCIATION and such additional properties or facilities as may, from time to time, be designated as Common Areas under this Declaration or any Supplemental Declarations, each such designation to be by recorded instrument, together with the landscaping and any improvements thereon, including, without limitation, all

roads, road curbs, structures, recreational facilities, open space, walkways, sprinkler systems, swimming pool, and street lights, but excluding any public utility or CATV installations, lines, equipment or easements thereon.

The Common Area in Woodland Waters, Phase I owned by the ASSOCIATION at the time of the DECLARANT's conveyance of the first lot is described as follows:

Lot 13, Block 1, WOODLAND WATERS, PHASE I, as per plat thereof recorded in Plat Book 24, Pages 8 through 11, inclusive, of the Public Records of Hernando County, Florida.

AND the Common Area in Woodland Waters, Phase Two owned by the ASSOCIATION at the time of the DECLARANT's conveyance of the first lot is described as follows:

Lot 19, Block 3, WOODLAND WATERS, PHASE TWO, as per plat thereof recorded in Plat Book 28, Pages 6 through 9, inclusive, of the Public Records of Hernando County, Florida.

(e) **"LOT"** shall mean and refer to any residential and individual plat or land within the properties and shown upon any recorded subdivision map or pre-subdivision map of the properties.

(f) **"UNIT"** shall mean and refer to any lot, together with any improvements located thereon, for which a certificate of occupancy or other comparable certification has been issued.

(g) **"DECLARANT"** or **"DEVELOPER"** shall mean and refer to TOOKE LAKE JOINT VENTURE, a Florida General Partnership, its successors and/or assigns, should same acquire more than one (1) lot from the DECLARANT for the purpose of re-development.

(h) **"MEMBER"** shall mean and refer to all those owners who are members of the ASSOCIATION, as provided in ARTICLE III, Section 1, hereof.

(i) **"DRAINAGE/UTILITY EASEMENT"** shall mean those easements created by the plat and so identified on said plat for the sole purpose of facilitating the drainage of the subdivision and for the location of utilities, together with any improvements thereon, and shall further mean any subsequently created easements for the same purposes as set forth in this paragraph.

(j) **"SUBDIVISION"** shall mean and refer to the land known as Woodland Waters, Phase FIVE, as shown on the plat recorded in Plat Book 33, Pages 33-35, of the public records of Hernando County, Florida;

ARTICLE II

PROPERTY RIGHTS IN COMMON AREA

Section 1. **Ownership.** The Common Area is hereby dedicated to the joint and several use, in common, of the owners of all lots that may, from time to time, constitute a portion of the properties. Before the sale of any lot or unit to owner, the DECLARANT shall convey and transfer all of its interest in the Common Area to the ASSOCIATION, and the ASSOCIATION shall accept such conveyance. Thereafter, the ASSOCIATION shall be responsible for the maintenance of the Common Area in a perpetual, continuous, and satisfactory manner without costs to the general taxpayers of the County of Hernando. It is intended that the Common Area will be owned exclusively by the ASSOCIATION and that all real estate taxes assessed against the Common Area shall be the responsibility of the ASSOCIATION and shall not be assessed against, and payable as part of the taxes of the lots or the units within the properties. The DECLARANT shall have the right, from time to time, to enter upon the Common Area during periods of construction upon adjacent properties for the purpose of developing such adjacent properties and for the purpose of completion of the improvements or of the facilities, if any, on the Common Area which DECLARANT may construct or provide, as appropriate. The OWNER of a lot or UNIT shall have no personal liability for any damages for which the ASSOCIATION is legally liable or arising out of, or connected with, the existence or use of the Common Area or any other property required to be maintained by the ASSOCIATION, except that if the ASSOCIATION shall cease to exist, then all of the lot or unit owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility.

Section 2. **Members Easements.** Each member and each tenant, agent, guest, or invitee of such member shall have a permanent perpetual easement for the use and enjoyment of the Common Area. Such easement shall be appurtenant to and shall pass with the title to every lot or unit. Such easements shall be reciprocal and in common with all other owners, their tenants, agents, guests, and invitees, subject to the following provisions:

(a) The right and duty of the ASSOCIATION to make, levy and collect assessments against each unit for the purpose of maintaining the Common Area.

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

If any Common Area which has been so dedicated to the County of Hernando requires supervisory maintenance to be performed by the dedicator, the provisions of this Declaration, and any supplements thereto, including those relating to assessments, shall apply to the extent necessary to provide said supervisory maintenance according to the covenants and conditions of this Declaration and any supplements thereto.

Section 3. **Easements Appurtenant and Delegation.** The easements provided in Section 2 shall be appurtenant to and shall pass with the title to each lot. Any member may delegate, in accordance with the By-Laws, his right of use and enjoyment of the Common Area and any facilities constructed thereon, to the members of his family who reside with him, his tenants, his guests, and his invitees.

Section 4. **Maintenance.** The ASSOCIATION shall at all times maintain the Common Area in good repair and shall replace, or add to, as often as necessary, any and all improvements situated thereon, if any, including but not limited to, buildings, landscaping, roads, paving, drainage structures, pumps and irrigation, street lighting fixtures, signs and appurtenances, sidewalks, and any other structures (except utilities), all such work to be done as ordered by the Board of Directors of the ASSOCIATION acting on a majority vote of the Board members. All work pursuant to this section and all expenses hereunder shall be paid for by the ASSOCIATION through assessments imposed in accordance with ARTICLE IV. Such assessments shall be against all units of all Properties equally. No OWNER of any unit may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Area.

Section 5. **Operation of the Common Area.** The Association shall at all times operate, supervise, control, and manage the Common Area and any income producing activities that may be established or permitted to operate in the Common Area. The ASSOCIATION, in its sole discretion, shall determine all activities and programs to be carried on in the Common Area and shall employ the necessary personnel required therefor as it determines in its sole discretion. The operation, supervision, control and management of the Common Area may be delegated by the ASSOCIATION as set forth in ARTICLE IV, Section 6, of this Declaration.

Section 6. **Utility Easements.** Public utilities serving the properties, the lots, and the units may be installed underground in the Common Area and within, below, or upon the foundations of the units and other improvements of the properties, for the use, benefit and service of the properties, the lots, the units, and all improvements upon the properties. A permanent, perpetual, mutual, and non-exclusive easement shall exist over, across, and into the properties, the lots, units, and all improvements upon the properties for installation, maintenance and repair of all utilities for lines, wires, pipes, equipment, and other items necessary for supplying light, heat, air conditioning, water, power, telephone, CATV, and other means of communication to the properties, the lots, units, and the improvements upon the properties. Any and all use of said utility easements shall be in accordance with the applicable provisions of his Declaration. Whenever Two

or more Lots are used as one building site the easements shown on the Plat of the Subdivision shall apply to the exterior perimeter of the combined Lots.

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

Section 8. **Drainage/Utility Easements.** Each lot or unit owner shall be responsible for the mowing of all drainage/utility easements situated on their respective lots. Nothing contained herein shall be construed as to prohibit any duly authorized utility company from gaining access for the legitimate purposes of said utility company.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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

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

Class A: Class A members shall be those owners, as defined in Section 1, of lots, with the exception of the DECLARANT. Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership as in Section 1, above. When more than one (1) person holds such interest or interests in any lot, all such persons shall be Class A members, and the vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such lot.

Class B: The Class B member shall be the DECLARANT. The Class B member shall be entitled to three (3) votes for every lot and unit owned. Unless converted earlier and voluntarily by the DECLARANT, the Class B membership shall cease and be converted to a Class A membership upon the earliest of the following events:

- (a) When the total aggregate votes outstanding in the Class A membership equal the total outstanding in the Class B membership;
- or
- (b) Three months after 90 percent of all lots in all phases to be operated by the Association have been conveyed to members.

Section 3. The rights, privileges, and responsibilities of each class of members shall be identical except as set forth herein. Additionally, the rights, privileges, and responsibilities of each class of members of each phase of WOODLAND WATERS, shall be equal and identical to those held by the respective class of members of every other phase of WOODLAND WATERS.

ARTICLE IV

COVENANT FOR MAINTENANCE AND OPERATION ASSESSMENTS

Section 1. **Authority to Assess.** The DECLARANT, for each lot or unit owned by it within the properties, hereby covenants, and each owner of any lot or unit, by acceptance of a deed therefor, whether it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the ASSOCIATION as hereinafter provided:

- (a) Annual assessments or charges, which shall include assessments for the maintenance and operation of the Common Areas, as provided in Sections 4 and 5 of Article II and which shall include such reasonable reserves as the ASSOCIATION may deem necessary. These annual assessments may be collected in monthly, quarterly, or yearly payments; and
- (b) Special assessments for capital improvements. Such assessments shall be for the purposes stated hereinafter, and shall be fixed, established, and collected from time to time, as hereinafter provided; and

(c) Other assessments, as hereinafter provided for.

The annual, special, and other assessments, together with interest thereon and costs of collection of same, including reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection of same, including reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the owner's successors in title unless expressly assumed by them. All assessments, whether annual, special, or other, imposed by the ASSOCIATION shall be against all units subject to its jurisdiction, fixed at a uniform rate per unit, and may be collected on a monthly, quarterly, or yearly basis.

Section 2. **Purpose of Assessments.** The assessments levied by the ASSOCIATION shall be used exclusively for the general purpose of promoting the recreation, health, safety, and welfare of the members of the ASSOCIATION, their families residing with them, their tenants and guests, and, in particular, for the preservation, operation, and maintenance of the properties and the services and facilities, if any, devoted to the purpose and related to the use and enjoyment of the Common Area, not limited to the capital improvements, repairs, replacements, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof, or for any other purpose consistent with the authority of the ASSOCIATION as set forth herein, or within its Articles of Incorporation or Bylaws.

Section 3. **Special Assessments for Capital Improvements.** In addition to the annual assessments referenced herein, the ASSOCIATION may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement that, in the judgment of the Board of Directors of the ASSOCIATION, benefits all lots and units in all phases of WOODLAND WATERS, including the necessary fixtures and personal property related thereto; PROVIDED, that any such assessment shall have the assent of three-fourths

(3/4ths) of the votes of each class of the members who are voting, in person or by proxy, at a meeting duly called for this purpose in accordance with the provisions of the By-Laws of the ASSOCIATION, and shall be equally assessed against all owners in all Phases of WOODLAND WATERS.

Section 4. **Assessment for Failure to Construct.** An assessment shall be levied by the ASSOCIATION against a lot owner who fails to commence construction of a residential dwelling on the lot within five (5) years from the date of purchase of the lot from the Developer. In the event that construction does not commence on the lot within five (5) years from the date of purchase, the ASSOCIATION, shall be empowered to assess the owner(s) of said lot a penalty of not less than ONE THOUSAND 00/100 DOLLARS (\$1,000.00) for each twelve (12) month period or fraction thereof that construction has not commenced on said lot. The foregoing assessment, if imposed, shall be a lien on the property and shall carry the same lien encumbrance as any other lien under Florida Statutes and may be pursued as stated in Section 8, hereof.

Section 5. **Date of Commencement of Annual Assessments; Due Dates.** The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the ASSOCIATION to be the date of commencement; PROVIDED, however, that such commencement date shall be subsequent to the conveyance of the Common Area to the ASSOCIATION.

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

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

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

Section 6. Duties of the Board of Directors. The Board of Directors shall fix the amount of assessment against each lot subject to the ASSOCIATION's jurisdiction and shall set the date of commencement for each assessment period at least thirty (30) days in advance of such date or period, and shall at that time prepare a roster of the properties and assessments applicable thereto that shall be kept on file in the office of the ASSOCIATION and shall be open to inspection by any owner. Written notice of the assessment shall thereafter be sent to every lot owner subject thereto.

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

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

Section 7. Amount of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be One Hundred Twenty and 00/100 (\$120.00) Dollars per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year, but not more than ten percent (10%) above the maximum assessment for the previous year, without a vote of the membership of the ASSOCIATION.

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

(c) The assessment for each unit or phase shall be equal to the assessment for each other unit or phase. The Board of Directors of the ASSOCIA-

TION shall, after consideration of current maintenance costs and future needs of the ASSOCIATION, fix the actual assessment for each year in an amount not to exceed the maximum annual assessment as herein defined.

Section 8. **Effect of Nonpayment of Assessments; The Personal Obligation of the Owner; The Lien; Remedies of Association.** If the assessments are not paid within thirty (30) days after the date when due (being the dates specified in Section 5 hereof, except for assessments for failure to construct under Section 4, which are due upon the anniversary of the date of sale from the Developer), then such assessment shall become delinquent and shall, together with such interest thereon and the costs of collection thereof, including attorneys' fees, as herein provided, thereupon become a continuing lien on the property so assessed, which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, successors, and assigns. The personal obligation of the owner of the property when the assessment was made, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the date when due, the assessment shall bear interest from the date when due at the rate of eighteen percent 18% per annum; PROVIDED, however, in no event shall this interest rate exceed the maximum rate allowable by law, and the ASSOCIATION may suspend the voting rights of the owner, may bring an action at law against the owner personally obligated to pay same and may record a Claim of Lien against the property, and may foreclose the lien against the property as provided by the laws of the State of Florida, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, and recoverable by the ASSOCIATION, the costs of collection of same, including, but not limited to, reasonable attorneys' fees and costs of preparing and filing the Claim of Lien and the complaint in any such action. Additionally, in the event that a judgment is obtained, such judgment shall include interest on the assessment as provided hereinabove and costs of collection and reasonable attorneys' fees. Attorneys' fees, as provided for herein, shall include attorneys' fees incurred in any

appeal of such action, to be fixed by the Court, together with the costs of the action.

It shall be the legal duty and responsibility of the ASSOCIATION to enforce the timely payment of the assessment.

In addition to the rights of collection of assessments stated in this Section 8, any and all persons acquiring title to, or an interest in, any unit as to which the assessment is delinquent, including without limitation, persons acquiring such interest by operation of law and by judicial sale, shall not be entitled to the occupancy of such unit or the enjoyment of the Common Area until such time as all unpaid and delinquent assessments due and owing from the selling owner have been fully paid; PROVIDED, however, that the provisions of this sentence shall not be applicable to the mortgages and purchases contemplated by Section 9 of this ARTICLE.

Section 9. **Subordination of the Lien to Mortgages and Tax Liens.** The lien of the assessments provided for herein shall be subordinated to any tax lien and to the lien of any first mortgage encumbering any unit. The sale or transfer of any unit pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof.

Any unpaid assessment, except an assessment for failure to construct as described in Article IV, Section 4 hereof, that cannot be collected as a lien against a unit by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by, and a lien against all units subject to the jurisdiction of the ASSOCIATION, including the unit as to which the foreclosure, or conveyance in lieu of foreclosure, took place. Any unpaid assessment levied against the property for failure to construct as described in Article IV, Section 4 hereof, that cannot be collected as a lien against a unit by reason of this Section, shall be deemed null and void.

Section 10. **Effect on DECLARANT.** Notwithstanding any provision to the contrary contained herein, DECLARANT shall not be liable for assessments against units owned by the DECLARANT.

Section 11. **Trust Funds.** The portion of all regular assessments collected by the ASSOCIATION for reserves for future expenses and the entire amount of all special assessments shall be held by the ASSOCIATION in trust for the owners of all units, as their interests may appear, until disbursed as contemplated herein.

Section 12. **Notice and Quorum.** Written notice of any meeting called for the purpose of taking any action authorized under Sections 1, 3 or 7 hereof shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members, or of proxies therefor, entitled to cast a majority of all votes of each class of membership shall constitute a quorum, unless otherwise provided by law. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than seventy-five (75) days following the preceding meeting.

Section 13. **Reserves; Working Capital Fund.** The ASSOCIATION may establish and maintain a reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Area and any other areas within the properties for which the ASSOCIATION may be obligated to maintain. The fund shall be maintained out of regular assessments for common expenses.

ARTICLE V

RULES AND REGULATIONS

1. **Dwelling Size.** The minimum size residential unit shall be two thousand (2,000) square feet, exclusive of garages, porches and breezeways. No carports shall be allowed, and all units shall have an enclosed garage designed for not less than two (2) cars. No more than one (1) dwelling shall be placed on any lot herein. No structure shall be more than two and one-half (2-1/2) stories in height from the finished ground floor elevation. No above-ground swimming pools shall be erected, constructed or installed on any Lot.

2. **Architectural Review.** Design and construction plans, including paint color, for new homes, additions to existing homes or other structures to be located on lots, shall be submitted to the Architectural Review Committee of the HOMEOWNERS ASSOCIATION OF WOODLAND WATERS, INC., a Corporation Not For Pecuniary Profit, for review and approval following the Architectural Review Committee Guidelines of the said association. The Review Committee shall have ten (10) days in which to review, approve, reject or recommend modifications to the plans. In the event that the Review Committee rejects or modifies the plans, the owner may re-submit amended plans, and the Review Committee must render a decision on the re-submitted plans within ten (10) days. Should the Review Committee fail to act on the amended plans upon re-submittal within the specified ten (10) day period, the homeowner may proceed to construct the structure without Review Committee approval. In case of rejection or modification by the Review Committee, a statement must accompany such rejection or modification, clearly outlining the reasons for the Committee's actions, which reasons shall comply with the standards of the American Institute of Architects and the Architectural Review Committee Guidelines.

3. **Setbacks.** The setback from the property line for all structures or improvements of any kind shall be as follows: Front -- Fifty (50) Feet; Side -- Ten (10) Feet; Rear -- Twenty (20) Feet. These setbacks shall control unless a waiver for a reduction is granted by the Architectural Review Committee. In no event shall the setbacks be reduced to less than those setbacks approved by the Board of County Commissioners of Hernando County as shown on the Plat of Woodland Waters, Phase Five, as per Plat Book 33, Pages 33-35, public records of Hernando County, Florida. In the event of common ownership of more than one (1) lot in the subdivision, and the owner thereof constructs a residence which straddles a common lot line, then the setback provision shall apply to the immediate boundaries of the property containing such structure.

4. **Construction Activity.** Construction activity on each lot must take place between the hours of 7 a.m. to 7 p.m. and all construction debris must be maintained in a dumpster on the subject lot.

5. **Permitted Uses.** Property herein described shall be restricted to residential uses only, excluding Common Areas which shall be used as designated. This restriction shall not apply to Model Homes or Sales Offices maintained in connection therewith or to any lot owned by the Developer. It is intended that this limitation prohibit the use of any property on any lot or unit in WOODLAND WATERS for purposes of an Assisted Living Facility or other group home.

6. **Signs.** No signs in excess of eight (8) square feet shall be permitted, EXCEPT on Builders' Model Center lots, on which signs shall be permitted up to thirty-two (32) square feet during the period that the lot is used for a Builder's Model.

7. **Fences.** Except for fences placed and or maintained by the ASSOCIATION, fences placed on the premises must be approved by the Architectural Review Committee (ARC) of the HOMEOWNERS ASSOCIATION OF WOODLAND WATERS, INC, per paragraph 2 of this Article, shall not exceed four (4) feet in height, and shall be constructed of non-opaque material, except that privacy fences immediately adjacent to and around swimming pools and spas may be constructed to a height of eight (8) feet and may be opaque. Privacy fences up to eight (8) feet in height may be placed on the rear of lots which are adjacent to properties other than Woodland Waters properties (as used in this section, the term Woodland Waters properties includes all present and future Phases of Woodland Waters, as well as any unplatted properties owned by Developer) and may be opaque, but only when specifically approved by the ARC, taking into consideration other affected owners. The opinion or affect on the other affected owners shall not be controlling, however. No fence shall extend into lakes or wetlands beyond the buffer limit for each lot as established by Southwest Florida Water Management District (SWFWMD) and shown on the plat of the subdivision.

8. **SWFWMD Compliance.** 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 approved and on file with the SWFWMD, Brooksville District Office.

9. **Wetlands and Conservation Areas.** No owner of the property within the subdivision may construct or maintain any building, residence or structure, or undertake to 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 SWFWMD.

10. **Animals.** No animals other than dogs, cats, and other household pets, shall be permitted. Household pets shall be limited to a total of four (4), excluding fish and birds kept indoors. No lot or unit shall be utilized for an animal pound, kennel, or breeding facility. Animals, when not on the owner's lot, must be on leashes. All solid excrement shall be removed immediately by the owner of the animal.

11. **Antennae and Satellites.** No television, ham radio, or other communication antenna or satellite receiver dishes greater than 39 inches in diameter, shall be permitted in the subdivision; PROVIDED, only that, should cable television services not be available for an extended period of time, standard television antennae may be used until such service is resumed. Any satellite receiver may not be placed in the front of the residence.

12. **Clotheslines.** No permanent outdoor clothesline or outside clothes drying facility shall be permitted.

13. **Mailboxes.** Mailboxes for rural mail delivery on individual lots in the subdivision are prohibited. Homeowners are required to use mailboxes provided by the U.S. Postal Service and placed at locations determined by the developer.

14. **Construction of Homes.** No residence building shall be moved onto any part of the above described property. No residence shall be constructed on any lot of materials not specifically approved by the Architectural Review Committee (ARC) of the HOMEOWNERS ASSOCIATION OF WOODLAND WATERS, INC, per paragraph 2 of this Article. Under no circumstances shall outside walls be finished with vinyl siding, tar paper or other materials of asphalt composition. Roofs shall be constructed of a high quality material as per ARC guidelines.

15. **Nuisance.** No activity, building, or construction shall be conducted on any lot within the Subdivision which is not in compliance with all local, county, and State building codes and zoning regulations and requirements. Nothing shall be

done or kept on a Lot or Unit or on or about the Common Areas which would increase the rate of insurance relating thereto without the prior written consent of the Association and no Owner shall permit anything to be done or kept on this Lot or Unit or on the Common Areas which would result in the cancellation of insurance on any Lot or Unit or any part of the Common Areas or which would be in violation of any law.

16. **Casualty Damage.** In the event a unit or any portion thereof is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair, or reconstruct such unit in a manner which will substantially restore it to its appearance and its condition immediately prior to the casualty. Reconstruction shall be started within six (6) months after damage occurs and shall be completed within eighteen (18) months after the damage occurs, unless prevented by causes beyond the control of the owner(s). Plans and specifications for the repair and reconstruction must be approved by the Architectural Review Committee in accordance with paragraph 2 hereof.

17. **Storage of Waste Materials.** No junk or salvage material shall be collected or placed on any Lot or Unit. No trash, garbage, or other waste materials shall be disposed of on any Lot or Unit, excepting only recycled yard debris (compost) maintained on the owners' lot, and all waste shall be kept in closed sanitary containers awaiting removal for disposal. Such containers must be stored out of view at all times except that they may only be placed on the front of the lot or unit on days of regularly scheduled sanitary service collection.

18. **Vehicle Parking.** No vehicles of any description whatsoever shall be kept or maintained on any Lot or Unit if such vehicles are in an inoperable condition, unless totally enclosed within a structure on the property. The use of all-terrain-vehicles (ATV's) or other off-road, unlicensed vehicles of any description shall not be permitted within WOODLAND WATERS. No commercial vehicles of any type or kind, including vehicles with any commercial or non-commercial signage, may be kept or maintained on any Lot or Unit unless totally enclosed within a structure on the property, except that commercial service vehicles may be

maintained during daylight hours, in the driveway, when actually servicing the Lot or Unit

19 **Boats, Trailers and R.V.'s.** Boats, travel trailers, and recreational vehicles of all types may not be parked or stored on the Lot or Unit, except in an enclosed garage, or except for a period not to exceed twelve hours for cleaning, loading or unloading. No travel trailer, recreational vehicle, tent, shack, barn, or other outbuilding shall be used at any time for a residence, either temporary or permanent.

20 **Mining and Drilling.** No oil drilling, mining, or refining operations shall be conducted in the Subdivision, nor shall quarrying or mining operations of any kind be permitted upon any lot or unit.

21 **Landscaping and Sod.** A minimum of not less than Fifteen thousand (15,000) square feet of each lot shall, upon completion of the residence construction, be sodded and/or landscaped. The area aforesaid may include the residence and driveways, but must extend to street pavement and extend along the street pavement to the side lot line(s). Provided, however, if a lot contains a wetlands area which extends to the building set back thereon, as described in paragraph 3, then the sodding requirement shall not extend to that portion of the lot between the street pavement and the said wetlands area. The sod and landscaping must be maintained in a healthy lush condition at all times, and dead or unhealthy sod or plants must be removed and replaced.

22 **Sprinkler System.** Each lot owner is required to install and maintain in good operable condition a sprinkler or irrigation system for the lawn and landscaping on the lot upon the completion of the construction of the residence. An irrigation well may (although not required) be drilled on the lot for this purpose. Irrigation pumps must be below ground or housed in an attractive, appropriate cover. Under no circumstances may residences be connected to irrigation wells.

23 **Maintenance of Lots.** Upon completion of the construction of a residence, the lots in these subdivisions shall be kept mowed, free of dead bushes and trees and other unsightly debris, and shall be kept in a generally neat and attractive condition at all times. The exterior of homes and other structures on

lots must be kept in good repair and treated to maintain a neat, attractive appearance at all times. No grass clipping, branches or other debris may be disposed of onto any lot except as provided in Article V, section 17, above.

24. **Wildlife.** The Subdivision shall be designated as a "Wildlife Sanctuary", and the shooting, snaring, trapping, or taking of wildlife, other than fish, by any means whatsoever shall be strictly prohibited. Nothing contained herein shall prohibit the removal of any wild creature considered to be dangerous to the residents or domestic animals of this subdivision and any additions thereto.

ARTICLE VI

GENERAL PROVISIONS

Section 1. **Duration.** The covenants and restrictions of this Declaration and any Supplemental Declaration, shall run with and bind the properties, and shall inure to the benefit of, and be enforceable by, the DECLARANT, the ASSOCIATION, or the owner of any land subject to this Declaration or any Supplemental Declaration, and their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time, they shall be automatically extended for successive periods of ten (10) years. This and any Supplemental Declarations may be amended as provided in Section 5 of this ARTICLE VI.

Section 2. **Notice.** Any notice required to be sent to any member or owner under the provisions of this Declaration or any Supplemental Declarations, shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as a member or owner on the records of the ASSOCIATION at the time of such mailing.

Section 3. **Enforcement.** Every owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations adopted by the Board of Directors of the ASSOCIATION. If any person, firm, or corporation, or their heirs, successors, or assigns shall violate or attempt to violate any of these restrictions before their expiration, then these covenants and restrictions may be enforced by the DECLARANT, the ASSOCIATION, or any owner of property which is

subject to these covenants and conditions. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages, and against the land to enforce any lien created by these covenants. In the event legal action is taken to enforce the covenants or restrictions provided herein, the prevailing party shall be entitled to recover the costs of such action, including attorneys' fees, and appellate costs and attorneys' fees, if necessary. Failure of the DECLARANT, the ASSOCIATION, or any owner to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter. Additionally, the ASSOCIATION shall have the right to suspend voting rights and use of the Common Area.

The Southwest Florida Water Management District (SWFWMD) shall have the right to take enforcement measures, including a civil action for injunction and/or penalties, against the ASSOCIATION to compel it to correct any outstanding problems with the surface water management system facilities.

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

Section 5. **Amendment.** In addition to any other manner herein provided for the amendment of this Declaration, or any Supplemental Declaration, the covenants, restrictions, easements, charges, and liens of this Declaration or any Supplemental Declaration may be amended, changed, added to, derogated from or deleted at any time during the first thirty (30) year period by Supplemental Declaration or by an instrument signed by not less than seventy-five percent (75%) of the owners; PROVIDED, however, that no amendment which adversely affects the rights of the DECLARANT, as provided herein, or the FNMA, the VA, or the FHA, shall be valid without the written consent of the DECLARANT to such amendment. Any amendment of this Declaration affecting the surface water management system facilities or the operation and maintenance of the surface water management system facilities shall have the prior written approval of SWFWMD. Any amendment must be recorded in the Public Records of Hernando County, Florida.

The Developer hereby reserves unto itself the right to make minor amendments, modifications, clarifications, etc., to this Declaration of Covenants, Conditions, and Restrictions, at its discretion, for a period of five (5) years from the date hereof.

Section 6. **Additional Common Area.** Additional Common Area may be annexed to the properties with the consent of two-thirds (2/3rds) of the members by Supplemental Declaration. The ASSOCIATION, by two-thirds (2/3rds) vote, shall have the authority, solely or in concert with non-members, to accept maintenance, repair, and reconstruction responsibilities for improvements in WOODLAND WATERS, but which are not necessarily Common Areas as defined herein.

Section 7. **Notice to Lenders.** Upon written request to the ASSOCIATION identifying the number and address of the mortgage holder, insurer, or guarantor, and the unit number and address, any such mortgage holder, insurer, or guarantor will be entitled to timely written notice of any delinquency in the payment of assessments or charges owed by an owner of a unit subject to a first mortgage held, insured, or guaranteed by such mortgage holder, insurer, or guarantor, which remains delinquent for a period of sixty (60) days.

Section 8. **Association Information.** Upon request during normal business hours or under other reasonable circumstances, the ASSOCIATION shall make available to owners and lenders and to holders, insurers or guarantors of any first mortgage, current copies of this Declaration, the Articles of Incorporation, and By-Law of the ASSOCIATION, any rules and regulations concerning the properties and the books, records, and financial statements, for the immediate preceding fiscal year of the ASSOCIATION.

Section 9. **Effective Date.** This Declaration shall become effective upon its recordation in the Hernando County Public Records.

Section 10. **Interrelationship of Documents.** In the event of a conflict between the terms and provisions of this Declaration of Covenants, Conditions, and Restrictions and the Articles of Incorporation and/or By-Laws of the ASSOCIATION, the Articles of Incorporation shall govern.

Section 11. **Additional Land.** The DECLARANT reserves the right to plat additional land adjacent to the property which is the subject of this Declaration,

and such additional land shall be included and be subject to the terms, covenants, and conditions of this Declaration. The unit owners shall be members of the Homeowners Association of WOODLAND WATERS and shall enjoy all the rights and privileges thereto.


Section 12. **Access to Lot by Owner.** Nothing in this document shall be construed to deny use of the streets and entry into the subdivision by any owner so as to access their lot.

Section 13. **Successors and Assigns.** As used in these covenants, the words "successors" and "assigns" of Developer shall not be deemed to refer to any individual purchase of a lot or lots in this subdivision from the Developer, but shall be deemed to refer to the successors or assigns of legal or equitable interest of the Developer who are designated as such by an instrument in writing signed by the Developer and recorded in the Public Records of Hernando County, Florida, and specifically referring to this provision of these covenants.

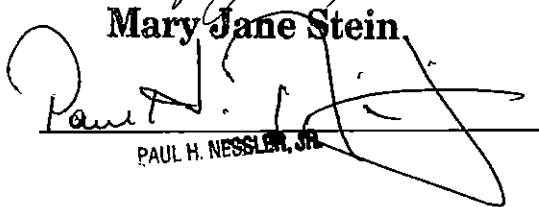
Section 14. **Knowledge of These Restrictions.** It is the responsibility of homeowners or lot owners to acquaint buyers or assigns with these restrictions and reservations, and any additions, amendments, or modifications hereto, when a resale of the home or lot occurs.

IN WITNESS WHEREOF, the undersigned DECLARANT has caused these presents to be executed, and the ASSOCIATION has joined and consented to this declaration, by due corporate authority, this 25 day of June, 2003.

WITNESSES:



Mary Jane Stein



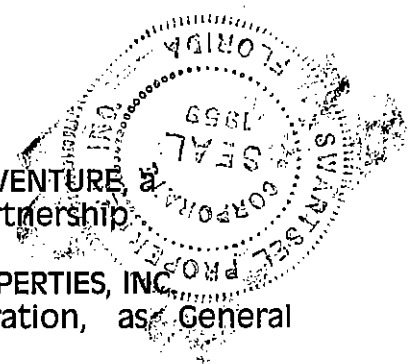
PAUL H. NESSLER, JR.

TOOKE LAKE JOINT VENTURE
Florida General Partnership

BY: SWARTSEL PROPERTIES, INC.
a Florida Corporation, as General Partner

By 

E. F. Swartsel, as President



WITNESSES:

HOMEOWNERS ASSOCIATION OF
WOODLAND WATERS, INC., a Florida Corp.

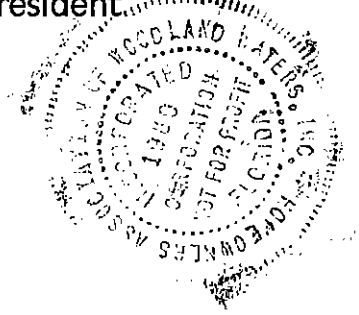
Mary Jane Stein

Mary Jane Stein
Paul H. Nessler, Jr.

PAUL H. NESSLER, JR.

BY *E. F. Swartzel*

E. F. Swartzel, as President



STATE OF FLORIDA
COUNTY OF HERNANDO

I HEREBY CERTIFY that before me, an officer duly qualified to take acknowledgements, personally appeared E. F. Swartzel, as President of HOMEOWNERS ASSOCIATION OF WOODLAND WATERS, INC., a Florida Corp., and as President of SWARTSEL PROPERTIES, INC., a Florida Corporation, a General partner of TOOKE LAKE JOINT VENTURE, a Florida General Partnership, to me known to be the individual who executed the foregoing instrument, or who presented _____ as identification, and he acknowledged before me that he executed same for the purposes expressed therein, and that said execution was the act and deed of the corporation.

25th WITNESS my hand and official seal in the State and County aforesaid, this day of June, 2003.

Paul H. Nessler, Jr.

Notary Public **PAUL H. NESSLER, JR.**

