

PREPARED BY:  
DANIEL F. PILKA  
PILKA & ASSOCIATES, P.A.  
213 PROVIDENCE ROAD  
BRANDON, FLORIDA 33511

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**RESTATED AND AMENDED DECLARATION OF COVENANTS, RESTRICTIONS AND  
ASSESSMENTS OF BOYETTE SPRINGS**

THIS DECLARATION FOR Boyette Springs (this "Declaration") is made by Boyette Springs Homeowners' Association, Inc., a Florida not for-profit corporation ("Association") as President and Secretary of Boyette Springs upon an affirmative vote of a majority of the Association members.

**WITNESSETH**

WHEREAS, (DEVCO) Development Corporation, a Florida corporation, filed and recorded its Declaration of Restrictions in OR 4801 at page 0821 of the Public Records of Hillsborough County, Florida, OR 4812 at page 0277 of the Public Records of Hillsborough County, Florida, OR 4889 at page 0193 of the Public Records of Hillsborough County, Florida, OR 4945 at page 0332 of the Public Records of Hillsborough County, Florida, OR 5028 at page 0692 of the Public Records of Hillsborough County, Florida, OR 5065 at page 1900 of the Public Records of Hillsborough County, Florida, OR 5175 at page 410 of the Public Records of Hillsborough County, Florida, OR 5366 at page 1955 of the Public Records of Hillsborough County, Florida, OR 5414 at page 1100 of the Public Records of Hillsborough County, Florida, OR 5687 at page 909 of the Public Records of Hillsborough County, Florida, OR 6028 at page 1122 of the Public Records of Hillsborough County, Florida and OR 6708 at page 1639 of the Public Records of Hillsborough County, to which the following described properties (the "Properties") are subject, to-wit:

1. All lots lying within BOYETTE SPRINGS, SECTION A, UNIT 1, as per map or plat thereof recorded in Plat Book 59, Page 55, of the Public Records of Hillsborough County, Florida.
2. All lots lying within BOYETTE SPRINGS, SECTION B, UNIT 2, as per map or plat thereof recorded in Plat Book 59, Page 56, of the Public Records of Hillsborough County, Florida.
3. All lots lying within BOYETTE SPRINGS, SECTION B, UNIT 3, as per map or plat thereof recorded in Plat Book 60, Page 36, of the Public Records of Hillsborough County, Florida.
4. All lots lying within BOYETTE SPRINGS, SECTION A, UNIT 2, as per plat thereof recorded in Plat Book 61, Page 1, of the Public Records of Hillsborough County, Florida.
5. All lots lying within BOYETTE SPRINGS, SECTION B, UNIT 17, as per plat thereof recorded in Plat Book 61, Page 28, of the Public Records of Hillsborough County, Florida.

6. All lots lying within BOYETTE SPRINGS, SECTION B, UNIT 11, as per plat thereof recorded in Plat Book 62, Page 9 of the Public Records of Hillsborough County, Florida.
7. All lots lying within BOYETTE SPRINGS, SECTION B, UNIT 18, as per plat thereof recorded in Plat Book 61, Page 29 of the Public Records of Hillsborough County, Florida.
8. All lots lying within BOYETTE SPRINGS, SECTION B, UNIT 1 as per map or plat thereof as recorded in Plat Book 62, Page 5, of the Public Records of Hillsborough County, Florida.
9. All lots lying within BOYETTE SPRINGS, SECTION B, UNIT 5, as per map or plat thereof recorded in Plat Book 62, Page 30, of the Public Records of Hillsborough County, Florida.
10. All lots lying within BOYETTE SPRINGS, SECTION A, UNIT 4, as per map or plat thereof recorded in Plat Book 65, Page 15, of the Public Records of Hillsborough County, Florida.
11. All lots lying within BOYETTE SPRINGS, SECTION B, UNIT 4, as per map or plat thereof recorded in Plat Book 66, Page 6, of the Public Records of Hillsborough County, Florida.
12. All lots lying within BOYETTE SPRINGS, SECTION B, UNIT 6, as per map or plat thereof recorded in Plat Book 68, Page 15, of the Public Records of Hillsborough County, Florida.
13. All lots lying within BOYETTE SPRINGS, SECTION A, UNIT 3, PHASE 1, as per plat or map thereof recorded in Plat Book 69, Page 27, of the Public Records of Hillsborough County, Florida.
14. All lots lying within BOYETTE SPRINGS, SECTION B, UNIT 8, PHASE 1, as per map or plat thereof, recorded in Plat Book 71, Page 47, of the Public Records of Hillsborough County, Florida.
15. All lots lying within BOYETTE SPRINGS, SECTION B, UNIT 10A, as per map or plat thereof, recorded in Plat Book 71, Page 48, of the Public Records of Hillsborough County, Florida.
16. All lots lying within BOYETTE SPRINGS, SECTION B, UNIT 19, as per map or plat thereof, recorded in Plat Book 87, Page 30, of the Public Records of Hillsborough County, Florida.

WHEREAS, Suarez Housing Corporation, a Florida corporation, filed and recorded its Declaration of Covenants and Restrictions in OR 8394 page 1770 of the Public Records of Hillsborough County, Florida, OR 8422 page 0167 of the Public Records of Hillsborough County, Florida and OR 8422 page 0178 of the Public Records of Hillsborough County, Florida, to which the following described properties (the "Properties") are subject, to-wit:

1. BOYETTE SPRINGS, SECTION B, UNIT 8, PHASE 2, as per map or plat thereof, recorded in Plat Book 78, Page 50 of the Public Records of Hillsborough County, Florida.
2. BOYETTE SPRINGS, SECTION A, UNIT 5 & 6, PHASE 1, as per map or plat thereof, recorded in Plat Book 78, Page 49, of the Public Records of Hillsborough County, Florida.
3. BOYETTE SPRINGS, SECTION A, UNIT 3, PHASE 2, as per map or plat thereof, recorded in Plat Book 76, Page 32, of the Public Records of Hillsborough County, Florida.
4. BOYETTE SPRINGS, SECTION A, UNIT 7, as per map or plat thereof, recorded in Plat Book 85, Page 40 of the Public Records of Hillsborough County, Florida.

WHEREAS, all the plats subject to the restrictive covenants described above are governed by the Boyette Springs Homeowners' Association, Inc.

WHEREAS, the Board of Directors of Boyette Springs Homeowners' Association, Inc., a Florida not-for-profit corporation, did file and record certain Revised Declaration of Covenants, Conditions and Restrictions of Boyette Springs in OR Book 15126 page 1642 of the Public Records of Hillsborough County, Florida.

WHEREAS, the property owners have determined that for the long-range benefit of the character of the subdivision and for the benefit of property owners, the owners desire the restrictive covenants so that all properties in Boyette Springs Homeowners' Association, Inc. are governed by a single Declaration of Covenants and Restrictions to comply with Chapter 720 of the Florida Statutes, as amended from time to time, as hereafter provided.

1. **Definitions.**

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

**"Articles"** shall mean the Articles of Incorporation of Association filed with the Florida Secretary of State as amended from time to time.

**"Assessments"** shall mean any assessments made in accordance with this Declaration and as further defined in Section 8 hereof.

**"Association"** shall mean the Boyette Springs Property Owners' Association, its successors and assigns.

**"Association Documents"** shall mean this Declaration, the Articles, the By-Laws, the Rules and Regulations as amended from time to time.

**"Board"** shall mean the Board of Directors of Association.

**"Boyette Springs"** shall mean all of the real property described in the original documents and shall include the Common Areas, each Lot, each Parcel, Lot, tract, unit or other subdivision of real property, subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration.

**“By-Laws”** shall mean the By-Laws of Association as amended from time to time.

**“County”** shall mean Hillsborough County, Florida.

**“Declaration”** shall mean this Declaration together with all amendments and modifications.

**“Lot”** shall mean each single family residential Lot and appurtenances thereto constructed within Boyette Springs. The term Lot may not reflect the same division of property as reflected on a Plat. A Lot shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Lot, or the obligation of Owner to pay Assessments with respect to such Lot. The term “Lot” includes any interest in land, improvements, or other property appurtenant to the Lot.

**“Individual Assessments”** shall have the meaning set forth in Section 8.2 hereof.

**“Lender”** shall mean the institutional and licensed holder of a first mortgage encumbering.

**“Operating Costs”** shall mean all costs and expenses of Association and the Common Areas including, without limitation, all costs of ownership; operation; administration; all amounts payable by Association; all amounts payable in connection with any private street lighting agreement; utilities; taxes; insurance; bonds; any amounts due to Association for the maintenance of lakes within Boyette Springs, salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishment; and any and all costs relating to the discharge of the obligations hereunder, or as determined to be part of the Operating Costs by Association. By way of example, and not of limitation, Operating Costs shall include all of Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration.

**“Owner”** shall mean the record owner (whether one or more persons or entities) of fee simple title to any Lot.

**“Plat”** shall mean any plat of any portion of Boyette Springs filed in the Public Records, as the same maybe amended by Developer, from time to time.

**“Public Records”** shall mean the Public Records of Hillsborough County, Florida.

**“Special Assessments”** shall mean those Assessments more particularly described as Special Assessments in Section 8.3 hereof.

**“Surface Water Management System”** shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, wetland conservation areas, mitigation areas, lakes, retention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403(1)-(5) of the Florida Statutes. The Surface Water Management System includes those works authorized by SWFWMD pursuant to the Permit.

**“SWFWMD”** shall mean the Southwest Florida Water Management District.

2. **Amendment.**

2.1 **General Restrictions on Amendments.** No amendment shall alter the provisions of this Declaration benefitting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with the Declaration provisions which benefit the SWFWMD. No amendment shall be effective until it is recorded in the Public Records.

2.2 **No Vested Rights.** Each Owner by acceptance of a deed to a Lot irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Association Documents. It is expressly intended that Association have the unfettered right to amend this Declaration and the other Association Documents except as expressly set forth herein.

2.3 **Amendments.** This Declaration may be amended with the approval of (i) sixty-six and two-thirds percent (66%) of the Board; and (ii) a majority of all of the votes present (in person or by proxy) at a duly noticed meeting of the members in which there is a quorum of the Board present.

3. **Dissolution.**

3.1 **Generally.** In the event of the dissolution of Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association in the place and stead of Association, and to make of such provisions as may be necessary for the continued management of the affairs of the dissolved Association.

3.2 **Applicability of Declaration after Dissolution.** In the event of dissolution of Association, Boyette Springs and each Lot therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration.

4. **Binding Effect and Membership.**

4.1 **Term.** This Declaration and all Covenants, Restrictions and Assessments contained in this Declaration are equitable servitudes, perpetual and run with the land. Each Owner, by acceptance of title to a Lot or Parcel, and any person claiming by, through or under such Owner (i) agrees to be subject to the provisions of this Declaration and (ii) irrevocably waives any right to deny, and any claim, that this Declaration and all Covenants, Restrictions and Assessments contained in this Declaration are not enforceable under the Marketable Record Title Act, Chapter 712 of the Florida Statutes. It is expressly intended that the Marketable Record Title Act will not operate to extinguish any encumbrance placed on Boyette Springs by this Declaration. It is further expressly intended that no re-filing or notice of preservation is necessary to continue the applicability of this Declaration and the applicability of all covenants, conditions, and restrictions contained in this Declaration. This provision is not subject to amendment.

4.2 Transfer of Ownership and Leases. The transfer of the fee simple title to a Lot, whether voluntary or by operation of law, terminating the Owner's title to that Lot shall terminate the Owner's membership in Association. An Owner's rights and privileges under this Declaration are not assignable separately from a Lot. The Owner of each Lot is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Lot shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. In the event that any Owner desires to sell or otherwise transfer title of his or her Lot, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner and the Lot pursuant to this Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessment accruing subsequent to the date of transfer. In the event that upon the conveyance of a Lot, an Owner fails in the deed of conveyance to reference the imposition of this Declaration on the Lot, the transferring Owner shall remain liable for Assessments accruing on the Lot from and after the date of conveyance. Each Owner who rents their Lot shall provide the lessee with a copy of the Boyette Springs Deed Restrictions, and shall obtain a signed receipt from the lessee acknowledging the same.

4.3 Membership and Voting Rights. Every Owner of a Lot shall be deemed to have a membership in the association for each lot owned. Every owner who is current on his or her dues is a Member of the Association in good standing, and entitled to a vote in association business requiring a vote of the membership. If titled 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. Membership rights are governed by the provisions of this Declaration, the deed to a home, the Articles and By-Laws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Lot. All Owners of single-family Lots shall be entitled to one vote for each Lot owned if he or she is a member in good standing. 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.

4.4 Ownership by Entity. In the event that an Owner is not a natural person, that Owner shall, prior to occupancy of the Lot, designate one or more persons who are to be the occupants of the Lot and register such persons with Association. All provisions of this Declaration and Rules and Regulations promulgated pursuant thereto shall apply to both such Owner and the designated occupants.

4.5 Voting interests. Voting interests in Association are governed by the provisions of the Articles and By-Laws.

4.6 Document Recordation by Owners Prohibited. Neither Association nor any Owner, nor group of Owners, may record any documents which, in any way, or conflict with the provisions of this Declaration or the other Association Documents.

4.7 Conflicts. In the event of any conflict among this Declaration, the Articles, the By-Laws or any of the other Association Documents, this Declaration shall control.

5. Use Restrictions.

5.1 Lawful Use. No immoral, improper, offensive, unlawful or noxious use shall be made in any portion of Boyette Springs. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Boyette Springs shall be the same as the responsibility for maintenance and repair of the property concerned.

5.2 Rentals/Leases. Each Owner who rents their Lot shall provide the lessee with a copy of the Boyette Springs Deed Restrictions, and shall obtain a signed receipt from the lessee acknowledging the same. If the owner uses a realtor or property management agency, he shall be responsible for informing the agency of this requirement, and assure that the agency secures the above-described receipt and provide a copy of the same to the Board of Directors as specified above.

5.3 Standard of Maintenance. Any property, structures, improvements and appurtenances shall be well maintained and kept in first class, good, safe, clean, neat, and attractive condition consistent with the general appearance of Boyette Springs by the Owner of each Lot.

5.4 Unightly Growth and Refuse. No unsightly growths or underbrush shall be permitted to be grown or remain upon any Lot. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Lot.

5.5 Minor's Use of Facilities. Parents shall be responsible for all actions of their minor children at all times in and about Boyette Springs. Association shall not be responsible for any use of the facilities by anyone, including minors.

5.6 Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Boyette Springs is permitted. Nothing shall be done or kept within the Common Areas, or any other portion of Boyette Springs, including a Lot which will increase the rate of insurance to be paid by Association.

5.7 Subdivision and Regulation of Land. No portion of any Lot shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other

development orders or development permits applicable to Boyette Springs, without the prior written approval of Association, which may be granted or denied in its sole discretion.

5.8 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Boyette Springs or within any Lot, except those which are required for normal household use including, but not limited to fuel storage tanks for lawn equipment or emergency generators and bottled gas for household purposes (excluding barbeque grill tanks) must be installed in a manner to be screened from view by landscaping or fence. Note: Firearms & Ammunition. The covenants in this paragraph will not take precedence in regards to individual 2d amendment, US Constitutional Rights and Privileges.

5.9 Use of Lots. Each Lot is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees.

5.10 Residential Use Only. No lot or parcel shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height with a private garage and one utility building.

5.10.1 No commercial use of properties not designated commercial property which would require an occupational license shall be permitted unless approved by the board of directors. No trade, business, or profession of any kind may be conducted on any residential unit, except that an owner or occupant resident on a residential unit may conduct business activities within such unit so long as: (a) the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from the outside of the building; (b) the activity conforms to all zoning requirements for the residential unit; (c) the activity does not involve regular visitation by clients, customers, suppliers, or other business invitees, or door to door solicitation of residents of Boyette Springs; and (d) the activity is consistent with the residential character of the property.

5.11 No Residence in Temporary Use Structures. No structure of a temporary character, trailer, tent, shack garage, or other outbuilding shall be used on any lot at any time as a residence, temporarily or permanently.

5.12 Minimum Size. The living area of the main structure, exclusive of garages, shall not be less than 1,400 square feet for a one-story dwelling, and not less than 1,600 square feet for a two-story dwelling.

5.13 Setbacks. Front, rear and side setback requirements, as established by County ordinance in effect at the time of construction, shall be complied with, provided, however, that in no event shall any building be erected closer than fifteen feet (15') to the front lot line, or closer than fifteen (15') to the rear lot line or closer than four feet (4') to any interior side lot line. No building situated on a corner lot shall be erected closer than twelve feet (12') to any street right of way.

5.14 Additional Buildings & Garages. If a garage or utility building is built subsequent to the construction of the dwelling, the garage shall be of the same kind of material as the construction of the dwelling. The garage or utility building shall conform architecturally with the dwelling. The garage may accommodate up to (2) cars. Sheds: The placement of sheds on owners property shall conform to county building codes.



5.15 Noxious/Offensive Activity. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5.16 Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. Owners of a cat or dog shall be required to keep same on a leash at all times unless kept in an enclosed area. Owners of a cat or dog shall be required to remove immediately all forms of excrement from the Properties including but not limited to lawns, walks, driveways, parking areas and such shall not be allowed to deposit excrement in any manner, or any place that would change or deface the property. No pet will be allowed that creates excessive noise, emits noxious odors, creates unsafe or unhealthy living conditions, or other disturbances of any kind, whether on a continuous or intermittent basis, and regardless of the time of day or night. Nothing herein shall be deemed to prohibit the use and ownership of a service animal trained to assist a disabled person.

5.17 Signs. No sign of any kind shall be displayed to the public view on any lot except for: one professionally lettered sign not more than two feet (2') square in size advertising the property for sale or rent; security service signs.

5.18 Eye Sores. No lot shall be used as a dumping ground for rubbish. All garbage or trash containers, soft water tanks and similar structures shall be placed or screened with fencing or shrubbery so as to not be visible from the street.

5.19 Fences. No chain link fences shall be permitted. No fence or part thereof may be placed any closer to the street than a dwelling could be placed on the same lot, except as may be required by FHA/VA or other governmental regulation. Privacy fences will be no taller than 72 inches or six feet. Fences facing pond(s) will not exceed 48 inches. All privacy fences must have the finished side facing out from the property when viewed from the public street. Privacy fencing currently installed on ponds or conservation lots are grand-fathered. Privacy chain link fences and privacy fences currently not meeting these requirements shall be permitted until replaced or removed.

5.20 Lot Upkeep. Each lot, whether occupied or unoccupied, shall be maintained clean and free from refuse, debris, unsightly growth and fire hazard.

5.21 Easements. Easements for drainage and/or for installation and maintenance of utilities are as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may impede the flow of water through drainage channels in the easements. 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.

5.22 Trees. In connection with the development of any lot for residential purposes, or the construction of improvements thereon, care shall be used to preserve and retain as many trees as possible. Removal of trees may require a county permit.

5.23  Pools, A/C Units. No above ground pools or window air conditioners shall be permitted on any lot.

5.24  Boats, trailers, RVs, and Commercial Vehicles. No boat, boat trailer, camper, mobile home, travel trailer, commercial vehicle (except law enforcement vehicles), van or truck with a capacity in excess of one (1) ton, trailer, or other similar motor vehicle shall be permitted to remain on any lot or public street unless inside a garage or otherwise parked, stored or located in such a manner behind a fence minimum of six feet high located in the rear yard so as to reduce visibility from public street or neighboring lots. Notwithstanding the above, a motor home may be permitted to be parked in the driveway of a lot for up to seven consecutive days for preparation for or cleaning after a trip. The parking or standing of vehicles on easements visible to the street for prolonged periods is not permitted. Homeowner parking must be in the driveway or garage. No parking of vehicles on grassy areas in front or sides of a dwelling shall be permitted.

5.25  Exterior Attachments. No clotheslines or clothes-hanging devices exterior to a residence, and no exterior radio, television, electronic or like antennas, aerials, or transmission or receiving tower(s) apparatus or devices or other similar or dissimilar exterior attachment shall be installed, permitted, or located on any lot in such a manner or location as to be visible from the public streets or neighboring lots, unless permitted by law. Satellite dish receivers with a diameter of 24 inches or less are permitted. No in-ground flagpoles taller than 25 feet shall be permitted. Flags which are no larger than 3' x 5' attached to a Lot shall be permitted.

5.26  Derelict Vehicles, Furniture and Appliances. No stripped, unsightly, wrecked, junked, or dismantled vehicles or portions thereof, no furniture, or appliances designed for normal use or operation within (as distinguished from outside of) dwellings, shall be parked, permitted, stored, or located upon any lot in such manner or location as to be visible to any other lot or from the street.

## 6. Reconstruction or Demolition.

6.1  Requirement to Reconstruct or Demolish. In the event that any Lot is destroyed by fire or other casualty, the maintenance and repair of which lies solely with the Owner, the Owner shall commence reconstruction and/or repair of the Lot, remove all the debris, and re-landscape the property to the extent permitted under law. Such reconstruction and repair shall be effected promptly and must be completed substantially in accordance with the plans and specifications for the original improvements of Boyette Springs and the then applicable building codes and regulations. Furthermore, such reconstruction and repair must be completed in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work without limiting any other provision of this Declaration or the powers of Association. Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes. Each Owner shall have the absolute responsibility of applying insurance proceeds issued as a result of flood, fire or other casualty damage to the Lot including the entire exterior and roof of a Lot.

6.2 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 6 shall be in accordance with the County Standards and any other standards established by Association with respect to any casualty that affects all or a portion of Boyette Springs.

6.3 Additional Rights of Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, the Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair. All Required Repair performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Lot. Association shall have the absolute right to perform the Required Demolition to a Lot pursuant to this Section if any contractor certifies in writing to Association that such Lot cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by Association.

6.4 Association Has No Liability. Notwithstanding anything to the contrary in this Section, Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Lot. Moreover, Association, its directors and officers, shall not be liable to any person if Association does not enforce the rights given to Association in this Section.

6.5 Association as Agent. Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by Association and to execute and deliver releases upon the payment of claims.

6.6 Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constricted, subject to modification to conform to the then current governmental regulation(s).

## 7. Property Right.

7.1 Ingress and Egress. An easement for ingress and egress is hereby created for pedestrian traffic over, and through and across sidewalks paths, walks, driveways, passageways, end lanes and for vehicular traffic over, through and across such portions, from time to time, may be paved and intended for such purposes.

7.2 Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress within Boyette Springs. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from Telecommunications Systems within Boyette Springs.

7.3 Drainage. A non-exclusive easement shall exist in favor of Association and their designees, and any applicable water management district, state agency, county agency and/or federal agency having jurisdiction over Boyette Springs over, across and upon Boyette Springs for drainage, irrigation and water management purposes. A non-exclusive easement for ingress, egress and access shall exist for such parties to enter upon and over any portion of Boyette Springs (including Lots) in order to construct, maintain, inspect, record data on, monitor, test, or

repair, as necessary, any water management areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of Boyette Springs and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through Boyette Springs and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

7.4 Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

8. Assessments.

8.1 Types of Assessments. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to Association at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Association (collectively, the "Assessments"). All Owners shall pay Assessments.

8.2 Amount. The annual assessment will be \$30.00 per lot. At least 30 days before the end of each fiscal/calendar year, the Board shall prepare and make available to each Owner (posting on HOA website permitted) a proposed budget for the Association's operation during the next ensuing fiscal/calendar year. If such budget required an annual assessment of 115% or less of the annual assessment for the fiscal year that ending, the assessments that are proposed shall take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. However, if such budget requires an annual assessment that is more than 115% of the annual assessment then the Board shall call a membership meeting on not less than 15 days prior notice for the purpose of approving such increase. A majority of votes of those members present and voting in person or by proxy is sufficient for 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 members voting either in person or by proxy shall determine the annual assessment for the next ensuing fiscal year, which may be in any amount not exceeding that stated in the meeting notice or less than the existing assessment. 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.

8.3 Purpose of Assessments. The Assessments levied by Association shall be used for, among other things, the purpose of promoting the recreation, health, safety and welfare of the residents of Boyette Springs and the general activities and expenses of the Association, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board:

8.3.1 Any annual assessment (as determined by the Board) or charge for the purpose of operating Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and

collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "Installment Assessments");

8.3.2 Any special assessments for capital improvements, major repairs, emergencies, or nonrecurring expenses (hereinafter- "Special Assessments");

8.3.3 Assessments for which one or more Owners (but less than all Owners) within Boyette Springs is subject ("Individual Assessments") such as costs of special services provided to a Lot or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Lot. By way of example, and not of limitation, in the event an Owner fails to maintain the exterior of his Lot (other than those portions of a Lot maintained by Association) in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment. Further, in the event that Association decides it is in the best interest of Boyette Springs that Association performs any other obligation of an Owner under this Declaration, the cost of performing such obligation shall be an Individual Assessment.

8.4 Designation. The designation of Assessment type shall be made by Association. Such designation may be made on the budget prepared by Association. The designation shall be binding upon all Owners.

8.5 General Assessments Allocation. Except as hereinafter specified to the contrary, Installment Assessments, Special Assessments, and Reserves shall be allocated equally to each Owner.

8.6 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefitting from, or subject to the special service or cost as specified by Association.

8.7 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Lot to an Owner.

8.8 Shortfalls and Surpluses. Any surplus Assessments collected by Association may be (i) allocated towards the next year's Operating Costs, (ii) used to fund Reserves, whether or not budgeted, (iii) retained by Association, and/or (iv) used for any other purpose, in Association's sole and absolute discretion. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

8.9 Budget. Annual budgets shall be prepared and adopted by Board. To the extent Association has commenced or will commence operations prior to the date this Declaration is recorded or the first Lot is closed, the Operating Costs may vary in one or more respects from that set forth in the initial budget.

8.10 Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

8.10.1 Installment Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid year or in order to change the fiscal year of Association. The Board may, from time to time, determine how the Assessments will be collected by Association (i.e., monthly, quarterly, or annually).

8.10.2 Special Assessments and Individual Assessments against the Owners may be established by Association, from time to time, and shall be payable at such time or times as determined.

8.10.3 Board may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by Board.

8.11 Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Lot unless all sums due Association have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner. Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner. Within ten (10) days of a written request therefore, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated the Owner requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records, and preparing such estoppel certificate.

8.12 Payment of Lot Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Lot which, if not paid, could become a lien against the Lot which is superior to the lien for Assessments created by this Declaration.

8.13 Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of Association encumbering the Lot and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Lot, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of

the person who was the Owner of the Lot at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

8.14 Lien Not Subordinate to Mortgages. The lien for Assessments shall not be subordinate to any mortgage including a bona fide first mortgage held by a Lender on any Lot, even when the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer (by deed in lieu of foreclosure or otherwise) of a Lot pursuant to a foreclosure of a bona fide first mortgage, in which event, the mortgagee or its assignees, shall be liable for the unpaid assessments which became due during the twelve (12) month period immediately preceding the Requisition of title or one percent (1%) of the original mortgage debt, whichever is less. However, any such remaining unpaid Assessments for which such mortgagee is not liable will be assessed against the subsequent owner(s) who acquire(s) title from such mortgagee or its assignee. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to Association if the mortgage held by such Lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Association makes such payment on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to Assessments payable by such Owner with appropriate interest.

8.15 Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. If the assessment has not been paid within thirty (30) days the Association shall provide the Lot owner with written notice for the past due assessment(s) as well as any other amounts owed to the Association, including attorney's fees and actual costs. Said written notice shall provide the Lot owner with forty-five (45) days following the date the notice is deposited in the mail to make payment. Said written notice shall be sent by registered or certified mail, return receipt requested, and by first-class United States mail to the Lot owner at his or her last address as reflected in the records of the Association, if the address is within the United States, and to the parcel owner subject to the notice at the address of the parcel if the Lot owner's address as reflected in the records of the Association is not the parcel address. If the address reflected in the records is outside the United States, then sending the notice to that address and to the parcel address by first-class United States mail is sufficient. Upon the expiration of said 45-day period, the assessment lien may commence to include interest on the principal amount plus late charges, at the highest rate permitted by law from the date first due and payable together with attorney's fees and costs. Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot, or both. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments

provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Lot.

8.16 Exemption. The Board shall have the right to exempt any portion of Boyette Springs subject to this Declaration from the Assessments, provided that such portion of Boyette Springs exempted is used (and as long as it is used) for any of the following purposes:

8.16.1 Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

8.16.2 Any of Boyette Springs exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration;

8.16.3 Any easement or other interest dedicated or conveyed to not-for-profit corporations for the use and benefit of residents in the Development of Regional Impact of which Boyette Springs is a part.

8.17 Rights to Pay Assessments and Receive Reimbursement. Association and any Lender of a Lot shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Lot. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

8.18 Mortgagee Right. Each Lender may request in writing that Association notify such Lender of any default of the Owner of the Lot subject to the Lender's Mortgage under the Association Documents which default is not cured within thirty (30) days after Association learns of such default. A failure by Association to furnish notice to any Lender shall not result in liability of Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Association to Lender.

9. Information to Lenders and Owners.

9.1 Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners and Lenders current copies of the Association Documents.

9.2 Copying. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

10. Property Improvements.

10.1 Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

10.2 Improvements. Shall: (a) Ensure harmony in the external design in relation to surrounding properties. (b) Preserve the value and desirability of the property and the residential



community. (c) Be consistent with the provisions of this Declaration. (d) Be in the best interest of all owners to maintain the value of the community.

11. **Association.**

11.1 **Services.** The Association may obtain and pay for the services for 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.

11.2 **Rules and Regulations.** As provided in the Bylaws, 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 Associations' 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.

11.3 **Amplification.** The provisions of this Declaration may be amplified by the Articles of Incorporation and By-Laws of Boyette Springs 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 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, shall be interpreted, construed and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, the provisions of this Declaration, or any Supplemental or Amended Declaration, shall control anything to the contrary in the Articles of Incorporation or By-Laws.

11.4 **Right of Entry.** Each Lot with a house thereon, whether occupied or unoccupied, shall be maintained clean and free from refuse, debris, unsightly growth, and any fire hazard. In the event any Lot Owner shall fail, neglect, or omit to trim or maintain any Lot in the street line, or fail to keep clean and maintain any Lot in the manner specified herein for more than ten (10) days after having been given written notice to do so by the Association, addressed via registered or certified mail to such owner at his last known address, the Association may enter upon such Lot for the purposes of remedying said defects and failures stated in said notice, and the expense of so remedying said defects shall be charged to the owner of such Lot and shall become a lien upon said Lot, collectable and enforceable in the same manner as other charges and liens hereinafter provided.

12. **Owners Liability.**

12.1 **Right to Cure.** Should any Owner do any of the following:

12.1.1 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration; or

12.1.2 Cause any damage to any improvement or Common Areas; or

12.1.3 Impede the Association from exercising its rights or performing its responsibilities hereunder or;

12.1.4 Undertake unauthorized improvements or modifications to a Lot or the Common Areas, then Association, after reasonable prior written notice, shall have the right through its agents or employees, to cure the breach, including but not limited to, the right to enter upon the lot and/or lots and causing the defaults to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, removed unauthorized improvements or modifications. The cost thereof, plus reasonable overhead cost or attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the owner as an individual assessment.

12.2 Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

12.2.1 Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

12.2.2 Commence an action to recover damages; and/or

12.2.3 Take any and all action reasonably necessary to correct the violation or breach. All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

12.3 No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

12.4 Rights Cumulative. All rights, remedies, and privileges granted to Association pursuant to any terms, provisions, covenants or conditions of this Declaration, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

12.5 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration may be enforced by Association, and/or Owners, where applicable, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to

enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration.

**12.6 Non-Compliance.** Association may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefitting the SWFWMD.

**12.6.1** A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

**12.6.2** A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons the ("Deed Restriction Compliance Committee") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Deed Restriction Compliance Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall, be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Deed Restriction Compliance Committee.

**12.6.3** The non-compliance shall be presented to the Deed Restriction Compliance Committee acting as a tribunal, after which the Deed Restriction Compliance Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Deed Restriction Compliance Committee from time to time. A written decision of the Deed Restriction Compliance Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Deed Restriction Compliance Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

**12.6.4** The Deed Restriction Compliance Committee may recommend to the Board of Directors Individual Assessments against the Owner in an amount up to \$100 (or any greater amount permitted by law from time to time) for each violation. Each day of noncompliance shall be treated as a separate violation and there is no cap on the aggregate amount the Board of Directors may fine an Owner, tenant, guest or invitee. Individual Assessment fines shall be paid not later than five (5) days after notice of the imposition of the Individual Assessment. All monies received from fines shall be allocated as directed by the Board of Directors. A fine may exceed \$1,000.00 in the aggregate. A fine of \$1,000.00 or more may become a lien against a parcel. A fine of less than thousand dollars (\$1,000.00) may not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the Court. The provisions regarding the suspension of use-rights do not apply to the portion of common areas that must be used to provide access to the parcel or utility service provided to the parcel.

12.7 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF BOYETTE SPRINGS INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

12.7.1 IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF BOYETTE SPRINGS HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF BOYETTE SPRINGS AND THE VALUE THEREOF; AND

12.7.2 ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR HILLSBOROUGH COUNTY OR PREVENTS TORTUOUS ACTIVITIES; AND

12.7.3 THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON. EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A Lot) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF BOYETTE Springs. (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR Making SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

12.8 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE ASSOCIATION DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THE ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. ASSOCIATION HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A LOT.

12.9 Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A LOT, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN HILLSBOROUGH COUNTY, FLORIDA. ASSOCIATION HAS AN OFFICE IN HILLSBOROUGH COUNTY, FLORIDA AND EACH LOT IS LOCATED IN HILLSBOROUGH COUNTY, FLORIDA. ACCORDINGLY, AN IRREFUTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN HILLSBOROUGH COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND ASSOCIATION AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN HILLSBOROUGH COUNTY, FLORIDA.

12.10 Reliance. BEFORE ACCEPTING A DEED TO A LOT, EACH OWNER HAS AN OBLIGATION/RESPONSIBILITY TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. ASSOCIATION IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A LOT THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO ASSOCIATION ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT, FOR ASSOCIATION TO SUBJECT BOYETTE SPRINGS TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, AGREE NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA

13. General Provisions.

13.1 Authority of Board. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Owners shall be bound thereby.

13.2 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

13.3 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

13.4 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

DATED this 20 day of June, 2013.

Boyette Springs Homeowners' Association, Inc.

By: [Signature]  
As its President

Attest: [Signature]  
As its Secretary

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by Nicole L. Humphreys as President, and attested by Charles Herrmann Secretary, respectively, of Boyette Springs Homeowners' Association, Inc., a Florida corporation not-for-profit, on behalf of said corporation, who produced personally known and personally known, respectively as identification, or who are both personally known to me, on this 20 day of June, 2013.

[Signature]  
NOTARY PUBLIC, State of Florida



**ACKNOWLEDGMENT AND AFFIRMATION OF BOARD OF DIRECTORS,  
OF ADOPTION, AMENDMENT AND RESTATEMENT OF DECLARATIONS OF  
COVENANTS, RESTRICTIONS AND ASSESSMENTS OF  
BOYETTE SPRINGS**

The Board of Directors of Boyette Springs Homeowners' Association, Inc. (hereinafter the "Board"), hereby, acknowledges and affirms that a majority of the Owners in each of the following phases of Boyette Springs have approved the Amended and Restated Declaration of Covenants, Restrictions and Assessments of Boyette Springs attached hereto as Exhibit "A", to wit:

1. All lots lying within BOYETTE SPRINGS, SECTION A, UNIT 1, as per map or plat thereof recorded in Plat Book 59, Page 55, of the Public Records of Hillsborough County, Florida.
2. All lots lying within BOYETTE SPRINGS, SECTION B, UNIT 2, as per map or plat thereof recorded in Plat Book 59, Page 56, of the Public Records of Hillsborough County, Florida.
3. All lots lying within BOYETTE SPRINGS, SECTION B, UNIT 3, as per map or plat thereof recorded in Plat Book 60, Page 36, of the Public Records of Hillsborough County, Florida.
4. All lots lying within BOYETTE SPRINGS, SECTION A, UNIT 2, as per plat thereof recorded in Plat Book 61, Page 1, of the Public Records of Hillsborough County, Florida.
5. All lots lying within BOYETTE SPRINGS, SECTION B, UNIT 17, as per plat thereof recorded in Plat Book 61, Page 28, of the Public Records of Hillsborough County, Florida.
6. All lots lying within BOYETTE SPRINGS, SECTION B, UNIT 18, as per plat thereof recorded in Plat Book 61, Page 29 of the Public Records of Hillsborough County, Florida.
7. All lots lying within BOYETTE SPRINGS, SECTION B, UNIT 1 as per map or plat thereof as recorded in Plat Book 62, Page 5, of the Public Records of Hillsborough County, Florida.
8. All lots lying within BOYETTE SPRINGS, SECTION B, UNIT 5, as per map or plat thereof recorded in Plat Book 62, Page 30, of the Public Records of

Hillsborough County, Florida.

9. All lots lying within BOYETTE SPRINGS, SECTION A, UNIT 4, as per map or plat thereof recorded in Plat Book 65, Page 15, of the Public Records of Hillsborough County, Florida.
10. All lots lying within BOYETTE SPRINGS, SECTION B, UNIT 4, as per map or plat thereof recorded in Plat Book 66, Page 6, of the Public Records of Hillsborough County, Florida.
11. All lots lying within BOYETTE SPRINGS, SECTION B, UNIT 6, as per map or plat thereof recorded in Plat Book 68, Page 15, of the Public Records of Hillsborough County, Florida.
12. All lots lying within BOYETTE SPRINGS, SECTION A, UNIT 3, PHASE 1, as per plat or map thereof recorded in Plat Book 69, Page 27, of the Public Records of Hillsborough County, Florida.
13. All lots lying within BOYETTE SPRINGS, SECTION B, UNIT 8, PHASE 1, as per map or plat thereof, recorded in Plat Book 71, Page 47, of the Public Records of Hillsborough County, Florida.
14. All lots lying within BOYETTE SPRINGS, SECTION B, UNIT 10A, as per map or plat thereof, recorded in Plat Book 71, Page 48, of the Public Records of Hillsborough County, Florida.
15. All lots lying within BOYETTE SPRINGS, SECTION B, UNIT 19, as per map or plat thereof, recorded in Plat Book 87, Page 30, of the Public Records of Hillsborough County, Florida.
16. BOYETTE SPRINGS, SECTION B, UNIT 8, PHASE 2, as per map or plat thereof, recorded in Plat Book 78, Page 50, of the Public Records of Hillsborough County, Florida.
17. BOYETTE SPRINGS, SECTION A, UNIT 5 & 6, PHASE 1, as per map or plat thereof, recorded in Plat Book 78, Page 49, of the Public Records of Hillsborough County, Florida.
18. BOYETTE SPRINGS, SECTION A, UNIT 3, PHASE 2, as per map or plat thereof, recorded in Plat Book 76, Page 32, of the Public Records of Hillsborough County, Florida.
19. BOYETTE SPRINGS, SECTION B, UNIT 11, as per map or plat thereof, recorded in Plat Book 62, Page 9, of the Public Records of Hillsborough County, Florida.



20. **BOYETTE SPRINGS, SECTION A, UNIT 7, as per map or plat thereof, recorded in Plat Book 85, Page 40, of the Public Records of Hillsborough County, Florida.**

The Board further acknowledges and affirms that a majority of the owners in each of afore-described phases of Boyette Springs have approved the amendment and restatement of the following restrictive covenants by the Amended and Restated Declaration of Covenants, Restrictions and Assessments of Boyette Springs attached hereto as Exhibit "A", to wit:

1. **The Declarations of Restrictions in Official Records Book 4801 at Page 0821 of the Public Records of Hillsborough County, Florida, which governs Section A, Unit 1 of Boyette Springs.**
2. **The Declarations of Restrictions in Official Records Book 4812 at Page 0277 of the Public Records of Hillsborough County, Florida, which governs Section B, Unit 2 of Boyette Springs.**
3. **The Declarations of Restrictions in Official Records Book 4889 at Page 0193 of the Public Records of Hillsborough County, Florida, which governs Section B, Unit 3 of Boyette Springs.**
4. **The Declarations of Restrictions in Official Records Book 4945 at page 0332 of the Public Records of Hillsborough County, Florida, which governs Section A, Unit 2 of Boyette Springs.**
5. **The Declarations of Restrictions in Official Records Book 5028 at Page 0692 of the Public Records of Hillsborough County, Florida, which governs Section B, Unit 17 of Boyette Springs.**
6. **The Declarations of Restrictions in Official Records Book 5065 at Page 1900 of the Public Records of Hillsborough County, Florida, which governs Section B, Unit 1 of Boyette Springs.**
7. **The Declarations of Restrictions in Official Records Book 5175 at Page 410 of the Public Records of Hillsborough County, Florida, which governs Section B, Unit 5 of Boyette Springs.**
8. **The Declarations of Restrictions in Official Records Book 5366 at Page 1955 of the Public Records of Hillsborough County, Florida, which governs Section A, Unit 4 of Boyette Springs.**
9. **The Declarations of Restrictions in Official Records Book 5414 at Page 1100 of the Public Records of Hillsborough County, Florida, which governs Section B,**

Unit 4 of Boyette Springs.

10. The Declarations of Restrictions in Official Records Book 5687 at Page 909 of the Public Records of Hillsborough County, Florida, which governs Section B, Unit 6 of Boyette Springs.
11. The Declarations of Restrictions in Official Records Book 6028 at Page 1122 of the Public Records of Hillsborough County, Florida, which governs Section A, Unit B, Phase 1 of Boyette Springs.
12. The Declarations of Restrictions in Official Records Book 6708 at Page 1639, of the Public Records of Hillsborough County, Florida, which governs Section B, Unit 8, Phase 1 of Boyette Springs.
13. The Declaration of Covenants and Restrictions in OR 8394 Page 1770 of the Public Records of Hillsborough County, Florida, which governs Section B, Unit 8, Phase 2 of Boyette Springs.
14. The Declarations of Restrictions in Official Records Book 8422 Page 0167 of the Public Records of Hillsborough County, Florida, which governs Section A, Units 5&6, Phase 1 of Boyette Springs.
15. The Declarations of Restrictions in Official Records Book 8422 Page 0178 of the Public Records of Hillsborough County, Florida, which governs Section A, Unit 3, Phase 2 of Boyette Springs.

IT IS HEREBY:

Acknowledged and affirmed this this 20 day of June, 2013.

By: Nicole L. Humphreys  
President

Attested:

By: JAMIE L. D'ADDIECO  
Vice President