

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

RICHARD M. AARON and LORNA J. AARON,

Plaintiffs,

vs.

BOYETTE SPRINGS HOMEOWNERS
ASSOCIATION, INC.,

Defendant.

Case No.:

Division:

COMPLAINT FOR DECLARATORY JUDGMENT

Plaintiffs, RICHARD M. AARON and LORNA J. AARON (the “Aarons” or “Aaron”), by and through their undersigned counsel hereby sue Defendant, BOYETTE SPRINGS HOMEOWNERS ASSOCIATION, INC. (the “Association”), and allege as follows:

Parties, Jurisdiction and Venue

1. This is an action for Declaratory Relief pursuant to Chapter 86 of the Florida Statutes.

2. This Court has jurisdiction under Chapter 86, Florida Statutes pursuant to its inherent power to declare rights, status, and other equitable or legal relations whether or not further relief is or could be claimed and within the respective jurisdictional amount.

3. The Plaintiff, RICHARD M. AARON is a 74 year old wheelchair bound male undergoing kidney dialysis, who is a resident of Hillsborough County, Florida, *sui juris*, and is the co-owner as Tenants by the Entirety of certain real property in the Boyette Springs neighborhood, in Hillsborough County, Florida, which is more fully described as:

Lot 13, Block 5 of BOYETTE SPRINGS SECTION “A” UNIT 3 PHASE I, according to the map or plat thereof as recorded in Plat Book 69, Page 27, of the Public Records of Hillsborough County, Florida.

and more commonly described as 10429 Crestfield Drive, Riverview FL 33569 (the “Property”).

4. The Plaintiff, LORNA J. AARON, is the wife of RICHARD M. AARON and is over the age of 18 years, is a resident of Hillsborough County, Florida, sui juris, and the co-owner as Tenants by the Entirety of the Property described in Paragraph 3.

5. The Defendant, BOYETTE SPRINGS HOMEOWNERS ASSOCIATION, INC. is a Florida Not-For-Profit Corporation, that holds itself out to be a homeowners association operating under Chapter 720 of the Florida Statutes, and as such has made assessments, filed liens and filed enforcement actions against the Aarons and their Property, as well as other Properties of homeowners living in the Boyette Springs Community.

6. Venue is proper in Hillsborough County pursuant to Chapter 47, Florida Statutes.

The Plaintiff has Standing to Bring this Action

7. On July 13, 1990, Devco Development Corporation, a Florida Corporation (the “Declarant” or “Developer”), was the owner of vacant real property described in that certain Declaration of Restrictions (the “Original Declaration”) and recorded by the declarant, in the Hillsborough County Official Records, at Book 6028, Page 1122. A true and correct copy of the Declaration is attached hereto and incorporated herein as **Exhibit “A”**. The Property that is subject to the Declaration is hereinafter referred to as the “Boyette Property”.

8. Paragraph 25 of the Original Declaration states as follows:

“If any person shall violate or attempt to violate any of the restrictions herein, it shall be lawful for any other person or persons owning any real property which is subject to this Declaration of Restrictions to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions to prevent him or them from so doing and/or to recover damages for such violation.”

9. Because Plaintiffs’ Property is located within the Boyette Property, the Plaintiffs have standing to bring this action.

**The Original Declarant filed a Declaration of Restrictions to
Establish Use Restrictions Only**

10. The Original Declarations filed by Devco, the Declarant, provide for certain restrictions on a future Boyette Community owner's use of their property.

11. The Declarant however chose not to establish in the Original Declaration a deed restricted community to be governed by a Chapter 720 Homeowners Association.

12. The Declarant in fact did not provide for or establish any homeowner association in the Original Declarations.

13. The Declarant does not reserve unto itself or any future assignee any right to levy any assessments on the future owners.

14. The Declarant does not reserve unto itself or any future assignee the right to record a lien on any future owners.

15. The Declarant does not reserve unto itself or any future assignee the right to compel any future homeowner to pay the declarant or any of its successors in interest, monies of any kind.

16. Simply put, the Original Declarations are merely "use restrictions," to be enforced by the owners in the community.

**Over the Years the Voluntary Civic Association Wrongfully changed the Overall Plan of
Development to Create the Illusion that it was a Chapter 720 Homeowners Association.**

17. On June 30, 1989, a group of Boyette Homeowners filed Articles of Incorporation forming the not for profit Corporation called the Boyette Springs Homeowners Association, Inc.

18. The Association they formed was merely a Voluntary Civic Association, as it was not established by the Declarant of the Boyette Property.

19. The Articles of Incorporation provide at Article Three that its purpose is:

(a) To serve as a liaison to governmental bodies with jurisdiction over the subdivision collectively known as Boyette Springs, as dedicated from time to time by Devco Development Corporation or its successor-in-interest, and recorded in the Public Records of Hillsborough County, Florida (the “Community”), and to protect and promote the interests of the Community;

(b) To publish and distribute a newsletter to serve the Community;

(c) To preserve the appearance of the Community;

(d) To present programs of common interest to the Community, and

(e) Any other purpose consistent with the general purpose of promoting the common good and general welfare of the Community.

20. Over the years a group of Boyette Homeowners and their various law firms, embarked upon a campaign to convert the Association from a Voluntary Civic Association into a full-blown Chapter 720 Homeowners Association, and to impose this illusion on all the Boyette Homeowners.

21. Most of the homeowners living in the Boyette Property over the years are hardworking people with modest homes ranging in prices from \$150,000 to \$250,000 in today’s prices.

22. On June 15, 2005, the Association prepared and recorded a document entitled “Revised Declaration of Covenants, Conditions and Restrictions of Boyette Springs” (the “First Revised Declaration”) recorded at Book 15126, Page 1642 of the Hillsborough County Official Records. A true and correct copy of the First Revised Declaration is attached hereto and incorporated herein as **Exhibit “B”**.

23. The First Revised Declaration defines a “Member” as: **“every person or entity who holds membership in the Association or who has agreed to membership by virtue of signature on the attached Exhibit A”**. However, no Exhibit A was recorded.

24. Article IV, Section 1 of the First Revised Declaration provides: **“Assessments Established. For each Lot, each Owner covenants, and agrees by the signature attached to this Declaration, to pay to the Association...”** However, no exhibit appears with signatures of alleged subscribing Boyette Springs homeowners.

25. Article IV Section 9 states: **“At no time will this Association enter into and force a judicial foreclosure.”**

26. Article V Section 5 states: **“This declaration may be amended by an instrument signed by members entitled to cast not less than two-thirds of the votes.”**

27. Consequently, the First Revised Declaration wrongfully expanded the rights of this Voluntary Civic Association without unanimous consent of ALL the homeowners, and without such powers being properly granted to them.

28. On July 3, 2013, notwithstanding that there was no legal authority to do so, the Association prepared and recorded a document entitled “Acknowledgment and Affirmation of Board of Directors of Adoption, Amendment, and Restatement of Declarations of Covenants, Restrictions and Assessments of Boyette Springs” (the “Second Revised Declaration”) recorded in the Hillsborough County Official Records at Book 21990, Page 83. A true and correct copy of the Second Revised Declaration is attached hereto and incorporated herein as **Exhibit “C”**.

29. As an example of the vague, arbitrary and capricious nature of these actions by the Association, the First Revised Declaration required a *two-thirds* vote to amend the declaration, the Second Revised Declaration states that it was passed with “an affirmative vote of a *majority* of the Association members.”

30. Additionally, the Second Revised Declaration defines the Association as the “Boyette Springs Property Owners’ Association”. There is no corporation registered under that name (or alias) with the Florida Department of State, Division of Corporations.

31. The Second Revised Declaration also *established for the first time, mandatory membership of all homeowners and compelled them to pay assessments levied by the Association.*

32. Then, on or about June 10, 2015, in an attempt to strengthen their ill-gotten powers, Boyette Springs recorded a “Notice of Preservation of Declarations of Covenants, Restrictions and Assessments for Boyette Springs” in the Official Records of Hillsborough County at Book 23332, Page 488. Said document purports to “preserve[s] the Restrictions [as Revised] from extinguishment by operation of law.” A true and correct copy of the Notice of Preservation is attached hereto and incorporated as **Exhibit “D”**.

Specific wrongful actions taken by the Association against the Aarons

33. On March 31, 2015, despite having no authority to do so, the Association had prepared and recorded a Claim of lien against the Aarons and their Property. This Lien purported to secure assessments imposed by the Association against the Plaintiffs in the amount of five-hundred fifteen and 00/100 (\$515.00) dollars plus attorney fees and costs. A true and correct copy of the Claim of Lien is attached hereto and incorporated as **Exhibit “E”**.

34. On August 22, 2019, the Defendant Association prepared and recorded an Amended Claim of Lien, against the Aarons’ Property. This Amended Lien purported to secure assessments imposed by the Association against the Plaintiffs in the amount of three-thousand two-hundred seventy-nine and 44/100 dollars (\$3,279.44). The Defendant declares that enforcement rights exist for the Association pursuant to “Articles [*sic*] IV of the Revised Declaration of Covenants, Conditions and Restrictions for Boyette Springs...”

35. At the time of the filing of the Amended Lien, the operative Declarations (found at Book 21990, Page 87, et. seq. of the Official Records of Hillsborough County) did not contain an Article IV. Therefore, the Plaintiffs remain uncertain as to the legal and factual basis for the action taken. If the Association was attempting to rely on the First Revised Declaration, such was amended and no longer controlling.

36. Further, if the Defendant Association was relying on the First Revised Declaration, the action filed to enforce the lien is in complete contravention of Article IV, Section 9.

37. The Association had no authority to demand that the Aarons pay the Association any assessments, nor did it have the right to file a Lien and subsequent Foreclosure action against them and their Property.¹

Action for Declaratory Relief

38. The Plaintiff realleges and incorporates herein the allegations of paragraphs 1 through 37, as set forth above.

39. The Defendant Association radically changed the overall plan of development in the community as established in the Original Declarations and has wrongfully empowered itself with lien, assessment, and enforcement rights not provided for within the Original Declaration or by Florida Law.

¹ The frustration of those members in the community who saw the unauthorized actions of the Board and Association over the years resulted in the entire board being voted out of office January 2020. The meeting was attended by an unprecedented hundreds of homeowners. Upon information and belief, the new Board of Directors has since voted to release all recorded liens (over 80) and have filed a Notice of Dismissal of all of the lien foreclosure cases pending, including Boyette Springs Homeowners Association, Inc. v. Martin, No. 19-CC-057617 (Hillsborough County, filed Nov. 11, 2019); Boyette Springs Homeowners Association, Inc. v. Ovando, No. 19-CC-056914 (Hillsborough County, filed Oct. 29, 2019); Boyette Springs Homeowners Association, Inc. v. Aaron, No. 19-CC-056924 (Hillsborough County, filed Oct. 29, 2019); and Boyette Springs Homeowners Association, Inc. v. Martinez, No. 19-CC-056926 (Hillsborough County, filed Oct. 29, 2019).

40. As a result of these actions, the Plaintiff is in doubt as to whether the Defendant: a) now has or has ever had a duly formed not for profit homeowners association pursuant to Chapter 720 of the Florida Statutes; b) now has, or has ever had, the authority to enforce the Original Declaration's use restrictions; c) whether it now has or has ever had the authority to assess homeowners any amount of money; d) whether it now has or has ever had the authority to record liens for nonpayment of assessments on their home, e) whether it now has or has ever had the right to take enforcement action for a homeowner's noncompliance with any use restrictions, and f) whether it now has or has ever had the authority to adopt and enforce against Boyette Springs homeowners, any modifications, amendments, or restatements of any of the provisions of the Original Declaration including without limitation the First and Second Revised Declarations.

41. The Plaintiff maintains that the answers to these questions are no and that the Association has been falsely wielding this power for years.

42. There is a bona fide, actual, present and practical need for a declaration of rights between the parties.

43. The declaration of rights and obligations will deal with a present, ascertained or ascertainable set of facts, or present controversy as to the stated facts herein.

44. The declaratory relief that the Plaintiffs herein request are dependent upon the facts and/or the law applicable to the facts.

45. There are some power, privilege or right which is dependent upon facts or law applicable to the facts.

46. There is an actual, present, adverse and antagonistic interest in the subject matter, either in fact or law.

47. The declaratory relief sought is not merely the giving of legal advice or the answer to questions propounded for curiosity.

48. The antagonistic and adverse interests are all before the Court.

49. The Plaintiffs have retained the Woodward Law Group to represent them in the matters herein and are obligated to pay Woodward Law Group a reasonable fee for its services.

50. All conditions precedent to the filing of this action have been performed or waived by the parties.

WHEREFORE, the Plaintiffs RICHARD M. AARON AND LORNA J. AARON, respectfully request this Honorable Court to enter a declaratory judgment determining that:

a) the BOYETTE SPRINGS HOMEOWNERS ASSOCIATION, INC., is not now, nor has it ever been a duly formed and operated homeowner's association pursuant to Chapter 720 of the Florida Statutes.

b) the BOYETTE SPRINGS HOMEOWNERS ASSOCIATION, INC., does not now have, nor has it ever had, the authority to enforce the Original Declaration's use restrictions.

c) the BOYETTE SPRINGS HOMEOWNERS ASSOCIATION, INC., does not now have, nor has it ever had, the authority to assess homeowners.

d) the BOYETTE SPRINGS HOMEOWNERS ASSOCIATION, INC., does not now have, nor has it ever had, the authority to record liens on their homes.

e) the BOYETTE SPRINGS HOMEOWNERS ASSOCIATION, INC., does not now have, nor has it ever had, the authority to take enforcement action for a homeowner's noncompliance with any use restrictions.

f) the BOYETTE SPRINGS HOMEOWNERS ASSOCIATION, INC., did not have the authority to adopt and enforce against Boyette Springs homeowners, any modifications, amendments, or restatements of any of the provisions of the Original Declaration including without limitation the First and Second Revised Declarations.

g) the BOYETTE SPRINGS HOMEOWNERS ASSOCIATION, INC., is obligated to pay the Plaintiffs their reasonable attorney's fees and costs incurred in the bringing of this action and for such other and further relief as this Court deems just and proper.

Dated this February 13, 2020.

WOODWARD LAW GROUP



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Counsel for Plaintiffs

EXHIBIT "A"

OR BOOK 6028 PAGE 1122

DECLARATION OF RESTRICTIONS

Declaration of covenants and restrictions made this 9th day of July, 1990 by DEVCO DEVELOPMENT CORPORATION, a Florida Corporation ("Developer"), the owner of all the right title, and interest, both legal and equitable, in and to the property situated in Hillsborough County, Florida described in Exhibit "A" attached hereto and herein incorporated by reference, and

WITNESSETH:

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

WHEREAS, the undersigned party, as owner of the property described in Exhibit "A," in order to protect the health and welfare of the public, to protect the property values and maintain the attractiveness of the community, desire to impose certain covenants and restrictions on the use of said property.

NOW, THEREFORE, it is declared that the property described in Exhibit "A" shall be subject to the following covenants and restrictions which are to run with the land and are and shall be binding for a period set forth hereinafter:

1. 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, or a builder's temporary structure.

Prepared by: Devco Development Corp.
P.O. Box 271772
Tampa, FL 33688

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2. 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. No structure may be erected on any lot for other than residential purposes except a private garage and one utility building, or a builder's temporary structure.

3. 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.

4. No dwelling shall be constructed on a plot having an area of less than 9,500 square feet. 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 15 feet to the front lot line, or closer than 15 feet to the rear lot line or closer than four feet to any interior side lot line. No building situated on a corner lot shall be erected closer than 12 feet to any street right-of-way.

5. No garage or structure other than a builder's temporary structure shall be erected on any lot prior to the construction of a dwelling. If a garage or utility building is built either simultaneously with or 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 shall accommodate two cars unless the Developer, at its option

and in its sole discretion, elects to permit the construction of a one car garage.

6. 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.

7. No structure shall be moved onto any lot or parcel in the area covered by these restrictions, except temporary buildings used by a builder in connection with construction work, and permitted utility buildings.

8. 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. However, no more than four household pets shall be permitted.

9. 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 square in size advertising the property for sale or rent, and except for signs used by a builder to advertise the property during the construction and sales period. No pool signs shall be permitted.

10. No lot shall be used as a dumping ground for rubbish. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks and similar structures or installations shall be placed under the surface of the ground or walled-in areas or screened with fencing or shrubbery so as to not be visible from the street or objectionable to adjacent residences.

11. 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. No fence situated on a corner lot shall be erected closer than 15 feet to any street right-of-way.

12. Gravel-type roofs may not be used except on flat roof surfaces.

13. Simultaneously with the construction of a dwelling on any lot, a four-foot wide cement sidewalk shall be installed at the expense of the Lot Owner according to the specifications of Hillsborough County, Florida, the line and grade of said sidewalk to be in accordance with site plan approved by Developer.

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

15. Easements for drainage and/or for installation and maintenance of utilities are reserved 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.

16. In connection with the development of any lot for residential purposes, or the construction of improvements thereon, reasonable care shall be used to preserve and retain as many trees as is reasonably possible. No excavation or fill or clear cutting of trees shall be performed in violation of law.

17. No above-ground pools shall be permitted on any lot. No boat, boat trailer, camper, mobile home, travel trailer, commercial vehicle, van or truck with a capacity in excess of one 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 and location on a lot so as not to be visible from the public streets or neighboring lots.

18. 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.

19. No stripped, unsightly, offensive, 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. No building or improvement which has been partially or totally

destroyed by fire or other casualty shall be allowed to remain in such state for more than six months from the time of such destruction. If reconstruction or repair of any such buildings or improvement is not so commenced within six months, the owner thereof shall raze or remove the same promptly from such owner's lot. All lots, whether occupied or unoccupied, and any buildings, structures or improvements thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. Every building, structure or other improvement, the construction of which is begun on any lot, shall be diligently and continuously prosecuted after the beginning of such construction or placement and the same shall be fully completed, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God or similar causes within 12 months from the date of commencement of construction thereof.

20. Nothing contained in these Restrictions shall be interpreted or construed to prevent Developer, its successors or assigns or its or their contractors, or subcontractors, from doing or performing on all or any part of the properties owned or controlled by Developer, or its successors or assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including without limitation:

- a. erecting, constructing, and maintaining thereon, such structures as may be reasonably necessary for the conduct of

Developer's business of completing the development and establishing the properties as a residential community and disposing of the same in lots by sale, leases, or otherwise; or

b. conducting thereon its or their business of completing the development and establishing the properties as reasonably necessary in connection with the sale, lease, or other transfer of the properties in lots.

c. maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the properties in lots.

21. Developer, or its successors or assigns, may place, build, erect and/or install wall(s) and/or fence(s). No lot owner, or other person without the express written consent of Developer, or its successors or assigns, shall paint, deface, alter the appearance, change or renovate, such wall(s) or fence(s) in any manner whatsoever, nor shall any attachments be made thereto of any nature. It is intended that once Developer originally constructs said wall(s) and/or fence(s) no lot owner or other person shall change the architectural or visual appearance, or affect the structural integrity, of such wall(s) or fence(s), without the express written consent of Developer in the reasonable manner required hereunder.

22. The Developer, in order to preserve and maintain the aesthetic qualities of its overall development, which includes other property in close proximity to the land described in Exhibit "A" requires architectural control and written approval

with respect to an Owner's building program. The Owner therefore shall provide the Developer with preliminary artist renderings of the elevations of the buildings to be constructed along with the site plans showing locations of all buildings prior to any construction. It is understood that the site plans shall be consistent with the approved zoning then existent for the property. The Developer shall have a period of two weeks from receipt of said documents in which to approve the renderings and site plan. Said approval shall not be unreasonably withheld and should Developer disapprove, it shall be within the time provided, given the Owner's written notice of its reasons for disapproval. Such disapproval shall not, at any time, limit the Owner's right to resubmit renderings and site plans until same are approved by Developer in the reasonable manner required hereunder. Should Developer fail to respond to a submittal of a rendering and/or site plan within the time required, then Developer shall be conclusively presumed to have approved same. Upon approval of said renderings and/or site plan the Owners may proceed with the construction of improvements as long as the final plans for same are in substantial accordance with those which have been previously submitted to the Developer.

23. The area(s) shown as "conservation areas" on the recorded plat of the property subject to these Restrictions shall be left to remain and survive intact, in its present, natural condition and state. The disturbance in any manner of the existing, natural condition, character and state of the "conservation areas," or the vegetation thereon, or the ecology,

topography or bionomics thereof, is absolutely prohibited. It is the intention of the undersigned that the "conservation areas" shall not be changed, disturbed, used, affected or molested in any manner whatsoever, except as permitted or required by law.

24. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

25. If any person shall violate or attempt to violate any of the restrictions herein, it shall be lawful for any other person or persons owning any real property which is subject to this Declaration of Restrictions to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions to prevent him or them from so doing and/or to recover damages for such violations.

26. Invalidation of any one of these covenants, or any part thereof by judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the party hereto has caused these presents to be executed in its Corporate name, by its officer duly authorized, and its Corporate Seal to be affixed hereto, the date and year first above written.

DEVCO DEVELOPMENT CORPORATION

By [Signature]
Donald A. Buck,
President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, personally appeared DONALD A. BUCK, to me well known and known to me to be the individual described in and who executed the foregoing instrument as President of DEVCO DEVELOPMENT CORPORATION, a Florida Corporation severally acknowledged to and before me that he executed such instrument as such President of said Corporation.

WITNESS my hand and official seal this 9th day of July, 1990

[Signature]
Notary Public
Notary Public, State of Florida at Large
My Commission Expires June 7, 1991

EXHIBIT "A"

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.

EXHIBIT "B"

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CLERK OF COURT

HILLSBOROUGH COUNTY

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This Represents the Validation Required Pursuant to Florida Statute 28.222 and 695.26.(1)(e) and/or Rule 2.055 (c) of the Rules of Judicial Administration for the recordation of the following document in the Official Records of Hillsborough County, Florida

ATTN: Lee SANDERS.

✓ Boyette SPRINGS HOA

P.O. Box 2773

Riverview, FL 33568-2773

This Document Prepared by:
MOLLOY & JAMES, Esq.
325 South Boulevard
Tampa, Florida 33606-2150

REVISED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BOYETTE SPRINGS

THIS DECLARATION, made on this 20th day of September 2004 by the individual Owners of property within Boyette Springs as defined on the attached Exhibit A, attached hereto and incorporated by reference.

WITNESSETH:

WHEREAS, Owners or Owner have purchased and own certain properties in Hillsborough County, Florida (The Property), more particularly described as Boyette Springs as defined on Exhibit A; and

WHEREAS, Boyette Springs has been developed into a residential community; and

WHEREAS, Owners desire to impose a limited common plan of development and enjoyment upon The Property to protect its value and desirability;

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

ARTICLE I DEFINITIONS

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

Section 1. "Articles" means the Articles of Incorporation of the Association, as may be amended from time to time, attached hereto as Exhibit "B."

Section 2. "Assessment" means the amount of money assessed against an Owner for the payment of the Owner's share of common fees, expenses and any other funds which an Owner may be required to pay to the Association as set out by this Declaration, the Articles or the By-Laws.

Section 3. "Association" means Boyette Springs Homeowners Association, Inc., a corporation not for profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

Section 4. **"Board"** means the Association's Board of Directors.

Section 5. **"Dwelling"** shall mean a residential dwelling constructed upon a Lot.

Section 6. **"Law"** includes any statute, ordinance, rule, regulation, or order validly created, promulgated, or adopted by the United States, or any of its agencies, officers or instrumentalities, or by the State of Florida, or any of its agencies, officers, municipalities, or political subdivisions, or by any officer, agency, or instrumentality of any such municipality or subdivision, and from time to time applicable to the Properties or to any activities on or about the Properties.

Section 7. **"Lot"** means any platted parcel of land shown on a recorded subdivision map or replat of any part of the Properties, as recorded in the Public Records of Hillsborough County.

Section 8. **"Maintenance"** means the exercise of reasonable care to keep buildings, homes, roads, landscaping, lighting, signage, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy weed-free environment for optimum plant growth, and which will, as a minimum, include the mowing of all grass on a Lot.

Section 9. **"Member"** means every person or entity who holds membership in the Association or who has agreed to membership by virtue of signature on the attached Exhibit A or any amendment to this Revised Declaration of Covenants, Conditions, Restrictions of Boyette Springs which has been recorded in the public records of Hillsborough County.

Section 10. **"Mortgage"** means any mortgage, deed of trust, or other instrument transferring any interest in a Lot as security for the performance of an obligation. **"First Mortgage"** means any mortgage constituting a valid lien prior in dignity to all other mortgages encumbering the same property.

Section 11. **"Mortgagee"** means any person named as the obligee under any Mortgage, or the successor in interest to such person.

Section 12. **"Occupant"** means the person or persons, other than the Owner in possession of a Lot, and may, where the context so requires, include the Owner.

Section 13. **"Owner"** means the record owner, whether one or more persons, of the fee simple title to any Lot, including contract sellers, but excluding any other person holding such fee simple title only as security for the performance of an obligation. As the context may admit, Owner includes all persons (i) claiming any right, title or interest in a Lot by, through, or under any Owner, or (ii) lawfully upon the Properties with the consent of any Owner, express or implied, such as an Occupant.

Section 14. **"Person"** means any natural person or artificial entity having legal

capacity.

Section 15. **"Property" or "Properties"** means the lands described as Boyette Springs, herein on the attached Exhibit A.

Section 16. **"Recorded"** means filed for record in the Public Records of Hillsborough County, Florida.

Section 17. **"Subdivision Map or Plat"** means each final official plat as recorded and shall include the subdivided real property therein described.

Section 18. **"Surface Water Management System Facilities"** shall mean: the facilities including, but not limited to all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

ARTICLE II PROPERTY RIGHTS AND RESPONSIBILITIES

Section 1. **Permanence.** The benefit of all rights and easements granted by the Declaration constitutes a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive, its benefit, nevertheless, is exclusive to all Lots granted such benefit by this Declaration unless this Declaration expressly grants such benefit to additional persons. In no event does the benefit of any such easement extend to the general public except as provided in the next Section. The burden of all rights and easements granted by this Declaration constitutes a permanent servitude upon the lands affected.

Section 2. **General Restrictions.** Except with the Association's prior written consent or in accordance with the Association's rules and regulations:

a. **Signs.** No sign of any kind will be displayed to public view within the Properties except for security service signs and as permitted by guidelines adopted by the Architectural Committee. The Architectural Committee is specifically authorized to promulgate standards for the size, appearance, and placement of signs within the Property.

b. **General Prohibitions.** No activity is permitted, nor may any object or substance be kept, stored, or permitted anywhere within the Properties in violation of law. No Owner shall cause or permit any unreasonable or obnoxious noises or odors and no obnoxious, destructive, illegal, or offensive activity that constitutes a nuisance to any Owner or to any other person at any time lawfully residing within the Properties is permitted anywhere within the Properties.

c. **Use of Lots.** Each Lot may be improved and used for residential purposes only and only single detached family homes, approved in accordance with Article VII may be constructed thereon. No trade, business, or profession of any kind may be conducted on any Lot except for a home occupation as approved by Hillsborough County.

Section 3. Maintenance. Each Owner must repair, replace and maintain the roofs, gutters, downspouts, lawns, shrubs, landscaping, walks, fencing, exterior building surfaces, windows, doors, trim members, driveways, and other exterior improvements and attachments from time to time situated on such owner's Lot, with the exception of county-maintained sidewalks. Each Owner is required to sod his lot as appropriate. No Owner may permit any waste to the exterior portions of such Owner's Lot. Each Owner must make all repairs, maintenance and replacements necessary to attachments and appurtenant driveways, if any, in a safe, sanitary, and reasonably attractive condition. Should an Owner fail to meet the minimum standards for maintenance, then the Association may perform or have performed the necessary required maintenance and thereafter specifically assess such Owner for such costs pursuant to Article IV, Section 4 hereunder.

Section 4. Rules and Regulations. No Owner, invitee, or person residing within the Properties may violate the Association's rules and regulations for the use of the Properties. All Owners and other persons residing within the Properties, and their invitees, at all times will do all things reasonably necessary to comply with such rules and regulations. Wherever any provision of this Declaration restricts or prohibits any activity, condition or structure within the Properties except as permitted by the Association's rules and regulations, such restriction or prohibition is self-executing until the Association promulgates rules and regulations expressly permitting such activities. Without limitation, any rules or regulation will be deemed "promulgated" when mailed to all Owners at the address shown on the Association's books or when posted at a conspicuous place on the Properties from time to time designated by the Association for such purpose.

Section 5. Surface Water Management Facilities:

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

b. The Lot Owners shall not remove native vegetation (including cattails) that become established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, and cutting and the introduction of grass carp. Lot owners shall address any question regarding authorized activities within the wet detention pond to the Southwest Florida Water Management District, Tampa Permitting Office, Surface Water Regulation Manager.

c. No construction activities may be conducted relative to any portion of the Surface Water Management System Facilities. Prohibited activities include, but are not limited to: digging or excavating; depositing fill, debris, or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System Facilities. No vegetation in a wetland mitigation area or wet detention pond shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the Southwest Florida Water Management District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the Southwest Florida Water Management District in the Environmental Resource Permit may be conducted

without specific approval from the District.

d. No Owner of Property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District Tampa Regulation Department.

ARTICLE III THE ASSOCIATION

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

Section 2. Voting. 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.

Section 3. Exterior Maintenance. The Association has no duty of exterior maintenance with respect to any Lot; and, as more particularly provided in Article II, Section 3 hereinabove, each Owner must maintain such Owner's Lot, including any appurtenant driveways, in a safe, sanitary and reasonably attractive condition. If:

a. any Owner refuses or fails to make any repairs, maintenance, or replacements required by Article II, Section 3, above;

b. as a result, any condition on or adjoining such Owner's Lot becomes a hazard or nuisance to any other Owner, or diminishes or impairs the value or marketability of any other Lot, or is visually objectionable to persons lawfully upon the Properties;

c. at least a majority of the members of the Board present and voting find that the Owner was provided reasonable notice of the failure of repair, maintenance or replacement and the Board's consideration thereof, and was given an opportunity to be heard by the Board; and, then, upon the occurrence of all of the foregoing, the Association may make or perform such repairs, maintenance, or replacements as reasonably are necessary to correct such condition and assess all costs so incurred against such Owner's Lot as provided in Article V, Section 4, below.

Section 4. Services. The Association may obtain and pay for the services of any person to manage its affairs to the extent the Board deems advisable, as well as such other

personnel as the Board determines are necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration, or the Articles, By-Laws, rules and regulations.

Section 5. 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 Association's procedures for enforcing its rules and regulations at all times must provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person, or through representatives of such Owner's choosing, or both.

Section 6. 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.

ARTICLE IV ASSESSMENTS

Section 1. Assessments Established. For each Lot, each Owner covenants, and agrees by the signature attached to this Declaration, to pay to the Association:

- a. an annual assessment, as provided in Section 2 of this Article;
 - b. special assessments, as provided in Section 3 of this Article;
 - c. specific assessments; as provided in Section 4 of this Article; and,
 - d. all excise taxes, if any, that from time to time may be imposed by law upon all or any portion of the assessments established by this Article.
- e. interest and costs of collection of such assessments, including reasonable attorney's fees, as provided in this Declaration; and,

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

Section 2. Annual Assessment. (Dues) The annual assessment shall be due on January 1 of each year. The annual assessment shall be used for the general activities and expenses of the Association.

Section 3. Special Assessments for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements. In addition to the annual assessment authorized above, the Association may levy special assessments as follows. In an assessment year, a special assessment which is applicable to that year only for the purpose of defraying, in whole or in part, the cost of any nonrecurring maintenance or extraordinary expense may be assessed. The Association shall separately account for the proceeds of such special assessments and proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or extraordinary expense in question, provided such assessment first is approved by a majority of the Members present and voting in person or by proxy at a meeting duly convened for such purpose. Any such special assessment shall be due on the date fixed by, and may be payable in one or more installments (with or without interests), as the Board determines.

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

Section 5. Amount. The annual assessment will not exceed \$75.00 per Lot. At least thirty (30) days before the end of each fiscal year, the Board shall prepare and distribute to each Owner a proposed budget for the Association's operations during the next ensuing fiscal year. If such budget requires an annual assessment of one hundred fifteen percent (115%) or less of the annual assessment for the fiscal year then ending, the assessment so 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 one hundred fifteen percent (115%) of the annual assessment then in effect, the Board shall call a membership meeting on not less than fifteen (15) days prior notice for the purpose of approving such increase. A majority of the votes of those Members present and voting is sufficient for such approval, and the assessment approved will take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. If the proposed assessment is disapproved, a majority of the Members voting 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. Each annual assessment may be payable in such number of installments, with or without interest, as the Board determines. In the absence of any action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the annual assessment then in effect automatically will continue for the ensuing year.

Section 6. Commencement. The assessments provided by this Article shall commence as to all Lots on the first day of the first month recordation of this Revised Declaration and shall be prorated on the basis of the number of months then remaining in the Association's fiscal year.

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

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

Section 9. Foreclosure. The Association has the right to attach a lien for the cost of only those areas property upkeep and appearance has failed to be maintained by the owner(s). **At no time will this Association enter into and force a judicial foreclosure.**

Section 10. Exempt Lots. Any and all Lots from time to time owned by the Association are exempt from the assessments established by this Article during the period of such ownership. This Association may not own or otherwise acquire Lots except pursuant to foreclosure of the Association's lien.

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

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

ARTICLE V GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, has the right to enforce, by any appropriate proceeding, all restrictions, conditions, covenants, easements, reservations, rules, regulations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If any Owner or the Association is the prevailing party in any litigation involving this Declaration, then that party also has the right to recover all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Association employs an attorney to enforce the provisions of this Declaration against any Owner, regardless of whether suit is brought, the costs and expenses of such enforcement, including reasonable attorneys' fees, may be assessed against such Owner's Lot as provided in Article V, Section 4. Failure by the Association or any Owner to enforce any provisions contained in this Declaration does not constitute a waiver of the right to do so at any time. The Association may impose fines against any member, tenant, guest, or invitee, for violation of the provisions of this Declaration or the standards of the Architectural Committee. Such fines shall not exceed \$50 per violation, and may be imposed only after a hearing before a committee of three members appointed by the Board who are not related to officers, directors, or employees of the Association, with 14 days notice to the person sought to be fined in accordance with Florida law.

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

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

Section 4. Severability. Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which will remain in full force and effect provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision of this Declaration when necessary to avoid a finding of invalidity which otherwise effectuate Owners' intent of providing a comprehensive plan for the use, development, sale and beneficial enjoyment of the Properties.

Section 5. Amendment. The provisions of this Declaration will run with and bind the Properties, and will inure to the benefit of and be enforceable by the Association for so long as the Properties are used in whole or in part as a residential community, and in all events, for at least twenty-five (25) years following the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended by an instrument signed by members entitled to cast not less than two thirds (2/3) of the votes.

Section 6. Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of the terms "including" or "include" is without limitation; the terms "Lot", and "Properties" include both any portion applicable to the context and any and all improvements, fixtures, trees, vegetation, and other property from time to time situated thereon; and use of the words "must" and "will" is intended to have the same legal effect as the word "shall". This Declaration should be construed in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Properties as a residential community by providing a common plan for their development and enjoyment.

Section 7. Annexation. Within ten years of the date of execution of this Declaration, additional lots within the platted area of Boyette Springs may be added to the Property, by the filing of a supplemental declaration declaring such annexed lands to be subject to the provisions hereof, with such modifications and additions as may be applicable to such annexed lands. Upon the filing of such a supplemental declaration, the Lots and lands annexed thereby shall become subject to this Declaration, to the assessment provisions hereof, and to the jurisdiction of the Architectural Committee and the Association.

ARTICLE VI USE RESTRICTIONS

Section 1. 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, or a builder's temporary structure.

Section 2. 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.

Section 3. 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.

Section 4. 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 feet (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.

Section 5. Temporary building and garages. No structure shall be moved onto any lot or parcel in the area covered by these restrictions, except temporary buildings used by a builder in connection with construction work, and permitted utility buildings. No garage or structure other than a builder's temporary structure shall be erected on any lot prior to the construction of a dwelling. If a garage or utility building is built either simultaneously with or 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 shall accommodate two (2) cars unless the Architectural Review Committee, at its option and in its sole discretion, elects to permit the construction of a one car garage.

Section 6. 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.

Section 8. 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.

Section 9. 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; or signs specifically authorized by the Architectural Review Committee.

Section 10. Eye sores. No lot shall be used as a dumping ground for rubbish. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks and similar structures or installations shall be placed under the surface of the ground or walled-in areas or screened with fencing or shrubbery so as to not be visible from the street.

Section 11. 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 without special permission from the Architectural Review Committee. Fences facing pond or conservation areas will not exceed 48 inches or be constructed so as to block the view of another homeowner. "Privacy fencing currently installed on ponds or conservation lots are grand-fathered." All privacy fences must have the finished side facing out from the property when viewed from the public street.

Section 12. Roofs. Gravel-type roofs may not be used except on flat roof surfaces. Modifications to the roof, other than for emergency repair, must be approved by the Architectural Review Committee.

Section 13. Lot upkeep. Each lot, whether occupied or unoccupied, shall be maintained reasonably clean and free from refuse, debris, unsightly growth and fire hazard.

Section 14. 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.

Section 15. Trees. In connection with the development of any lot for residential

purposes, or the construction of improvements thereon, reasonable care shall be used to preserve and retain as many trees as is reasonably possible.

Section 16. Pools, A/C units, and paint color. No above ground pools or window air conditioners shall be permitted on any lot. All color schemes and material choices must conform to neighborhood standard and values. Any variation must be submitted to the Architectural Review Committee for approval.

Section 17. 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 a minimum of six feet high and located in the rear yard so as to reduce visibility from public streets or neighboring lots. Notwithstanding the above, a recreational vehicle may be permitted to be parked in the driveway of a lot for up to seven days. The parking or standing of vehicles on easements visible to the street for prolonged periods is not permitted. Homeowner parking should be in the driveway.

Section 18. 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. Flagpoles no taller than 25 feet are allowed as permitted by law, provided notice is given to the Board of Directors in accordance with Association rules.

Section 19. 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.

Section 20. Damaged buildings. No building or improvement which has been partially or totally destroyed by fire or other casualty shall be allowed to remain in such state for more than six (6) months from the time of such destruction. If reconstruction or repair of any such building or improvements is not so commenced within six months, the owner thereof shall raze or remove the same promptly from such owner's lot.

Section 21. Construction completion. Every building, structure or other improvement, the construction of which is begun on any lot, shall be diligently and continuously prosecuted after the beginning of such construction or placement and the same shall be fully completed, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God or similar causes within twelve (12) months from the date of commencement of construction thereof.

Section 22. Wetland conservation areas. The area(s) shown as "wetland conservation area" on the recorded plat of the property subject to these Restrictions shall be left to remain and survive intact, in its present, natural condition and state. The disturbance in any

manner of the existing, natural condition, character and state of the "conservation areas," or the vegetation thereon, or the ecology or topography thereof, is absolutely prohibited. It is the intention of the undersigned that the "Conservation Areas" shall not be changed, disturbed, used, affected or molested in any manner whatsoever, except as permitted or required by law.

ARTICLE VII ARCHITECTURAL REVIEW COMMITTEE

Section 1. Creation and Composition. The "Architectural Review Committee" shall mean, as follows: The Association shall have the right, power, authority, and obligation to establish an Architectural Review Committee as a committee of the Association and prescribe rules and regulations pursuant to which such Committee shall act.

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

- a. governing the form and content of plans and specifications to be submitted to the Architectural Review Committee for approval pursuant to this Declaration;
- b. governing the procedure for such submission of plans and specifications;
- c. establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of any Structure, and all other matters that require approval by the Architectural Review Committee pursuant to this Declaration; and,
- d. establishing guidelines for approval of landscaping changes and maintenance of structures, including roof replacement.

Section 3. Exterior modifications and color changes. Generally, exterior modifications to the structures or change of exterior color to a structure are discouraged and will require approval. In reviewing any particular application, the Committee shall consider whether its action will:

- a. assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Property;
- b. preserve the value and desirability of the Property as a residential community;
- c. be consistent with the provisions of this Declaration; and,
- d. be in the best interest of all Owners in maintaining the value and desirability of the Property as a residential community.

Section 4. Review and Approval of Plans.

a. No exterior change shall be commenced, erected, or maintained on any Lot, nor shall any exterior addition to or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to the Architectural Review Committee for written approval. This plan will be reviewed for conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of Boyette Springs. In the event the Architectural Review Committee fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted in writing, the proposal shall be deemed to be approved by the Architectural Review Committee. The Committee may impose a fee for the costs involved with such approval. Such plans and specifications shall be in such form and shall contain such information as may be reasonable required by the Architectural Review Committee.

b. Upon approval by the Architectural Review Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Review Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the Architectural Review Committee's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

c. It shall be the responsibility of each Owner at the time of construction of any structure on the Owner's Lot, to comply with all applicable Laws, including without limitation compliance with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with the Southwest Florida Water Management District.

d. Notwithstanding anything to the contrary, the Architectural Review Committee may request changes in any plans or Structures that are completed or being built if required by Law and the Architectural Review Committee shall not be liable for damages, in regards to any plans and specifications approved by the Architectural Review Committee. No member of the Architectural Review Committee, shall be responsible or liable in any way for any defects in any plans or specifications, nor for any structural defects in any work done according to such plans and specifications, nor for the failure of the plans and specifications to comply with any Law. Further, no member of the Architectural Review Committee shall be liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the exercise of any other power or right the Architectural Review Committee provided for in this Declaration. Every Person who submits plans or specifications to the Architectural Review Committee for approval

agrees, by submissions of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against any member of the Architectural Review Committee to recover for any such damage.

e. Prior to the issuance of a certificate as set out in section 5 below, any employee or agent of the Architectural Review Committee may, after reasonable notice, at any reasonable time, enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Architectural Review Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection, with the exception of entering into the primary dwelling. No member of the Architectural Review Committee may enter into primary dwelling without the consent of and being accompanied by the Owner or his or her representative..

Section 5. Certification by Architectural Committee. At the request of any Owner, the Association from time to time will issue, without charge, a written certification that the improvements, landscaping, and other exterior items situated upon such Owner's Lot have been approved by the Architectural Review Committee, if such is the case.

Section 6. Violations. If any Structure shall be erected, placed, maintained, or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Review Committee pursuant to the provisions of this Article, such erection, placement, maintenance, or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Review Committee such violation shall have occurred, the Architectural Review Committee shall notify the Board of the Association. If the Board of the Association shall agree with the determination of the Architectural Review Committee with respect to the violation then the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have and be entitled to, in addition to any other rights set forth in this Declaration, all rights and remedies at law or in equity. Actions of the Board are final.

Amendment I (dated 29 Nov 2004)

Article I, Section 8 - remove the words "weed-free"

Article II, Section 2.a - change the beginning of the paragraph to read, "No permanent sign..."

Article III, Section 3.a - change the cite to Article II, Section 3

Article IV, Section 10 – remove the last sentence

Article V, Section 1 - remove the following phrase, " or the standards of the Architectural Review Committee."

Article VI, Section 9 - change the beginning of the paragraph to read, "No permanent sign..."

Article VII - remove Sections 2, 4, 5 and 6 – entirely

Article VII - renumber Section 3 to Section 2. Change title to "Exterior colors." Change the first sentence to read as follows, "A plan for major change of exterior color to a structure shall be submitted to the Architectural Review Committee for review."

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of BOYETTE SPRINGS HOMEOWNERS' ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on June 30, 1989, effective June 27, 1989, as shown by the records of this office.

The document number of this corporation is N33098.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
5th day of July, 1989.



CR2EO22 (8-88)

Jim Smith

Jim Smith
Secretary of State

Exhibit 'B'

ARTICLES OF INCORPORATION
OF
BOYETTE SPRINGS HOMEOWNERS' ASSOCIATION, INC.
A FLORIDA CORPORATION NOT FOR PROFIT

FILED
1989 JUN 30 AM 10:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned hereby organizes a corporation not for profit under the provisions of the Florida Not For Profit Corporation Act, and pursuant to the following Articles of Incorporation.

ARTICLE ONE

Name

EFFECTIVE DATE

6-27-89

The name of the Corporation is Boyette Springs Homeowners' Association, Inc.

ARTICLE TWO

Duration

The term of the existence of the Corporation is perpetual, commencing on June 27, 1989.

ARTICLE THREE

Purposes

The purposes for which this corporation is established are:

(a) to serve as a liaison to governmental bodies with jurisdiction over the subdivisions collectively known as Boyette Springs, as dedicated from time to time by Devco Development Corporation or its successor-in-interest, and recorded in the

ARTICLES OF INCORPORATION
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Purposes

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(a) to serve as a liaison to governmental bodies with jurisdiction over the subdivisions collectively known as Boyette Springs, as dedicated from time to time by Devco Development Corporation or its successor-in-interest, and recorded in the

Public Records of Hillsborough County, Florida (the "Community"), and to protect and promote the interests of the Community;

(b) to publish and distribute a newsletter to serve the Community;

(c) to preserve the appearance of the Community;

(d) to present programs of common interest to the Community;

and

(e) any other purpose consistent with the general purpose of promoting the common good and general welfare of the Community.

ARTICLE FOUR

Powers

The Corporation shall have all of the powers given to a corporation not for profit by the Florida Statutes, to the extent consistent with these Articles of Incorporation.

ARTICLE FIVE

Directors

The affairs of the Corporation shall be managed by a Board of Directors. This Corporation shall have nine (9) directors initially, who shall be divided into two classes in respect of office, Class A and Class B, each class to contain as near as may be one half of the whole number of the Board. The number of directors may be either increased or diminished from time to time in the manner provided by the Bylaws, but shall never be less than three (3). Each director shall be a member in good standing

of the Corporation. Any director may be removed at any time for good cause by a vote of two-thirds of the total number of directors.

Of the first Board of Directors, the members of Class A shall serve until the first annual meeting of members held following their election, and the members of Class B shall serve until the second annual meeting of members held following their election; provided, however, that in each case the directors shall continue to serve until their successors shall be elected and shall qualify. At each annual meeting of members following the election of the first Board of Directors, one class of directors shall be elected for a term of two years. Class A Directors shall be elected for the fiscal year commencing on January 1, 1990, and thereafter for even-numbered years, and Class B Directors shall be elected for the fiscal year commencing on January 1, 1991, and thereafter on odd-numbered years.

The names and addresses of the persons who are to serve as Directors until the first election thereof are as follows:

<u>Name</u>	<u>Address</u>
Betty Johnson Darden	12809 Pintail Court Riverview, FL 33569
Leslie Wager Hudock	100 Twiggs Street P.O. Box 3287 Tampa, FL 33602
Charles H. A. West	10404 Nightingale Court Riverview, FL 33569
Brian Scott Young	10228 Rainbridge Drive Riverview, FL 33569

Dan Krause

12206 Wildbrook Drive
Riverview, FL 33569

Sandra A. Bramlett

12108 Clearbrook Court
Riverview, FL 33569

KellyLee Marrone

12211 Wildbrook Drive
Riverview, FL 33569

Robert A. Meier

12114 Fruitwood Drive
Riverview, FL 33569

Kathleen M. Kostiuik

10412 Deepbrook Drive
Riverview, FL 33569

ARTICLE SIX

Members

The Corporation shall have Members. The qualifications for membership and the manner of the admission of such members shall be as regulated by the Bylaws.

ARTICLE SEVEN

Distribution of Assets

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, directors, officers, or other private persons, except that the Corporation shall be empowered to pay reasonable compensation for services rendered, and to make payments and distributions in furtherance of its lawful, not for profit, purposes. The Corporation shall not participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office. The Corporation shall not conduct any activities not permitted to be carried on by a

Corporation exempt from federal income taxation under Section 501(c)(4) of the Internal Revenue Code of 1986, as amended, or any corresponding provision of any federal income tax law enacted in substitution of that Code.

ARTICLE EIGHT

Indemnification

The Corporation shall indemnify any officer or director, or any former officer or director, to the full extent permitted by law.

ARTICLE NINE

Bylaws

The Bylaws of the Corporation shall be adopted by the members at the organizational membership meeting and may be amended, modified or repealed by the affirmative vote of a majority of members entitled to vote at any meeting for which notice of the proposed action has been given.

ARTICLE TEN

Amendment

This corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment hereto, in the following manner, and any right conferred upon the members is subject to this reservation:

The Board of Directors shall adopt a resolution setting forth the proposed amendment, and directing that it be submitted to a vote of the members at either the annual meeting or a special meeting. Notice setting forth the proposed amendment shall be given to each member entitled to vote thereon at such meeting. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of members entitled to vote thereon.

ARTICLE ELEVEN

Incorporator

The name and address of the person signing of these Articles of Incorporation is:

Leslie Wager Hudock

100 Twiggs Street
P.O. Box 3287
Tampa, FL 33602

ARTICLE TWELVE

Initial Registered Office and Agent

The initial registered office of the Corporation shall be 100 Twiggs Street, P.O. Box 3287, Tampa, Florida 33602. The initial registered agent at such address shall be Leslie Wager Hudock.

Agency Accepted:

Leslie Wager Hudock

IN WITNESS WHEREOF, I have subscribed my name this 27th day of June, 1989.

Leslie Wager Hudock
Leslie Wager Hudock

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

On this 27th day of June, 1989, before me, the undersigned officer, personally appeared Leslie Wager Hudock, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and acknowledges that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

Wendy Sacchetti
NOTARY PUBLIC, State of Florida

My Commission Expires:

NOTARY PUBLIC, State of Florida
My Commission Expires May 3, 1991

7.5/4/89

13/forms/aoi/boyet7f.aoi

**BY-LAWS OF BOYETTE SPRINGS HOMEOWNERS ASSOCIATION, INC.
(AMENDED)**

ARTICLE I

The name of the corporation is Boyette Springs Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be Boyette Springs P.O. Box 2773 Riverview, Florida 33568-2773, or at such other place as is designated by the Board of Directors, but meetings of members and directors may be held at such places within Hillsborough County, Florida as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

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

**ARTICLE III
MEETINGS OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held during the last quarter of the year, as established by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

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

Section 4. Quorum. A majority of members entitled to cast or of limited or general proxies entitled to cast votes present at the meeting of shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. Unless otherwise provided in these By-Laws, Articles of Incorporation or Declaration, decisions shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

Article III (cont.)

Section 5. Proxies. At all meetings of members, each member may vote in person or by limited proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. A proxy is revocable at any time at the pleasure of the homeowner who executes it. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or By-Laws or for any matter that requires or permits a vote of the homeowners.

ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE.

Section 1. Number. An initial board of three (3) directors shall manage the affairs of this Association. Thereafter the Board of Directors shall consist of at least three members, additional directors may be added as the primary Board of Directors deem appropriate to conduct association business.

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

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the un-expired term of his/her predecessor.

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

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. A Nominating Committee shall make nominations for election to the Board of Directors. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Article V (cont.)

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

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

**ARTICLE VI
MEETINGS OF DIRECTORS**

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

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

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

Section 4. Action Without a Meeting. Any action which may be required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken is signed by a majority or all of the members of the Board of Directors; Electronic Mail Consent is authorized; such consent shall be placed in the minutes of the next formal meeting of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 5. Notice to Members. Meetings of the Board of Directors shall be open to all members, and notices of meetings shall be posted in a conspicuous place on the Association property at least 48 hours in advance, except in an emergency. Notice of any meeting in which assessment against parcels are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.

**ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

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

a. Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

b. Suspend the voting rights and right to use of Common Areas of a member during any period in such member shall be in default in the payment of any assessment levied by the Association. Such right may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

c. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

d. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and,

e. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

a. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote, at least ten (10) days prior to the annual meeting or special meeting;

b. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

c. As more fully provided in the Declaration, to:

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

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

Article VII, Section 2.c (cont.)

(3) Turn over to the Department of Business and Professional Regulation (DBPR) any cases for which assessment are not paid within thirty (30) days after due; and,

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

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

e. Procure and maintain adequate liability and hazard insurance on property owned by the Association;

f. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

g. Cause the Common Area to be maintained; and,

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

**ARTICLE VIII
OFFICERS AND THEIR DUTIES**

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

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

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

Article VIII (cont.)

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

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

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

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

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

a. **President.** The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall sign all checks and promissory notes.

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

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

d. **Treasurer.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year if requested by the Board of Directors; and shall prepare or have prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. All checks shall require the signatures of two officers.

ARTICLE IX COMMITTEES

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

ARTICLE X BOOKS AND RECORDS

Section 1. Books, Records, and Papers. The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 2. Minutes. Minutes of all meetings of members and of the Board of Directors shall be kept in a business-like manner and shall be available for inspection by members, or their authorized representatives, and Board Members at reasonable times. Subsequent to transfer of control of the Association to owners other than the declarant the Association shall retain these minutes for at least seven (7) years.

Section 3. Transfer of Control. Subsequent to transfer of control of the Association to owners other than the declarant, the Association shall maintain each of the following items, when applicable, which shall constitute the official records of the Association:

- a. A copy of the plans, permits, and warranties for the improvements to the Common Area, but not including the construction drawings of the individual homes and lots.
- b. A copy of the By-Laws of the homeowners' association and of each amendment to the By-Laws.
- c. A certified copy of the Articles of Incorporation of the homeowners' association, or other documents creating the homeowners' association, and of each amendment thereto.
- d. A copy of the current rules of the homeowners' association;
- e. A book or books that contain the minutes of all meetings of the homeowners' association, of the Board of Directors and of members, which minutes shall be retained for a period of not less than seven (7) years;

Article X, Section 3 (cont.)

f. A current roster of all members and their mailing addresses, parcel identifications, and, if known telephone numbers;

g. All current insurance policies of the homeowners; association or a copy thereof;

h. A current copy of any management agreement, lease, or other contract to which the homeowners' association is a party for under the homeowners; association or the parcel owners have an obligation or responsibility; and,

i. Accounting records for the homeowners association and separate accounting records for each parcel, according to generally accepted accounting principles. All accounting records shall be maintained for a period of not less than seven (7) years. The accounting records shall be open to inspection by members or their authorized representatives, entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the books and records who, directly or indirectly, knowingly denied access to the books and records for inspection. The accounting records shall include, but are not limited to:

(1) Accurate, itemized, and detailed records of all receipts and expenditures;

(2) A current account and a periodic statement of the account for each member of the homeowners' association, designating the name of the member, the due date and amount of each assessment, the amount paid upon the account, and the balance due;

(3) All audits, reviews, accounting statements, and financial reports of the homeowners' association; and,

(4) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year.

**ARTICLE XI
ASSESSMENTS**

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

**ARTICLE XII
CORPORATE SEAL**

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

**ARTICLE XIII
AMENDMENTS**

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

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

**ARTICLE XIV
MISCELLANEOUS**

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

**ARTICLE XV
RIGHT OF MEMBERS TO PEACEFULLY ASSEMBLE**

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

Boyette Springs Homeowners Association, Inc.

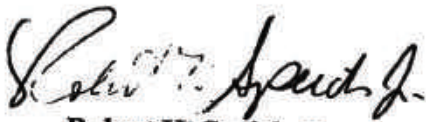
CERTIFICATION

We, the undersigned, do hereby certify:


THAT, we are the duly elected Directors of the Boyette Springs Homeowners Association, Inc., a Florida corporation not-for-profit, and,


THAT, the foregoing By-Laws constitute the amended By-Laws of said Association, as duly adopted by written consent of the Board of Directors thereof, effective as of the 31st day of August 2004.

IN WITNESS WHEREOF, we, being all of the directors of the Boyette Springs Homeowners Association, Inc., have hereunto set our hands this 20th day of September 2004.


Robert H. Speich, Jr.
President



Gina D. Miles
Vice President


Leandra L. Sanders
Treasurer


Laura L. DuBois
Secretary


D. LeRoy Dennison, III
Director


Gloria L. Devine
Director


Teresa A. Crimaldi
Director

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 20th Day of September, 2004, by Robert H. Speich Jr., as President, of Boyette Springs Homeowners Association, on behalf of the Association. He is personally know to me or has produced personally known to me as identification.



Sandra L. Sanders
NOTARY PUBLIC
Name: Sandra L Sanders
CC: DD187070
My Commission Expires 24 JUN 2007

EXHIBIT "C"

**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,**

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

**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 Unsightly 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 Niede L. Humphreys as President, and attested by Charles Herringer 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



✓
JUN 21 2013

EXHIBIT "D"

INSTRUMENT#: 2015221794, O BK 23332
PG 488-492 06/10/2015 at 02:53:05 PM,
DEPUTY CLERK: RANKCROUM Pat Frank,
Clerk of the Circuit Court Hillsborough County

Prepared by and Return to:
Daniel F. Pilka, Esquire
Pilka & Associates, P.A.
213 Providence Road
Brandon, FL 33511
(813) 653-3800

NOTICE OF PRESERVATION OF DECLARATIONS OF COVENANTS, RESTRICTIONS AND ASSESSMENTS FOR BOYETTE SPRINGS

WHEREAS, the Amended and Restated Declarations of Covenants, Restrictions and Assessments of Boyette Springs Homeowners' Association, Inc., were recorded in the Public Records of Hillsborough County, Florida as follows:

1. The Official Records Book 4801 at pages 0821, et seq. of the Public Records of Hillsborough County, Florida;
2. The Official Records Book 4812 at pages 0277 of the Public Records of Hillsborough County, Florida;
3. The Official Records Book 4889 at pages 0193, et seq. of the Public Records of Hillsborough County, Florida;
4. The Official Records Book 4945 at pages 0332, et seq. of the Public Records of Hillsborough County, Florida;
5. The Official Records Book 5028 at pages 0692, et seq. of the Public Records of Hillsborough County, Florida;
6. The Official Records Book 5175 at pages 410, et seq. of the Public Records of Hillsborough County, Florida;
7. The Official Records Book 5414 at pages 1100, et seq. of the Public Records of Hillsborough County, Florida;
8. The Official Records Book 5687 at pages 909, et seq. of the Public Records of Hillsborough County, Florida;
9. The Official Records Book 6028 at pages 1122, et seq. of the Public Records of Hillsborough County, Florida;
10. The Official Records Book 6708 at pages 1639, et seq. of the Public Records of Hillsborough County, Florida;

11. The Official Records Book 221990 at pages 83, et seq. of the Public Records of Hillsborough County, Florida;

All foregoing documents being hereinafter collectively referred to as "Restrictions."

WHEREAS, the land affected by this Notice is identified in the Restrictions and is described as follows:

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.

WHEREAS, pursuant to provisions of Fla. Stat. § 712.05, Boyette Springs Homeowners Association, Inc. (hereinafter "the Association") has the authority and desire to preserve the Restrictions from extinguishment by the operation of Florida law by filing for record this Notice in accordance with the provisions of such Florida Statutes;

WHEREAS, the Association desires that this Notice shall have the effect of so preserving such Restrictions from extinguishment by the operation of Florida law and all the rights, duties and obligations contained therein for a period of thirty (30) years after the filing of this Notice unless again filed as required pursuant to the applicable law; and

WHEREAS, the execution in recording of this Notice has been approved, pursuant to Fla. Stat. §712.05(1) and §720.3053(5) by two-third (2/3) of the Board of Directors of the Boyette Springs Homeowners' Association at a meeting for which notice stating the meeting's time and place as well as containing the statements Marketable Title Action pursuant to Fla. Stat. §712.06(1)(b) was mailed or hand delivered to members of the Association not less than seven (7) days prior to such meeting.

Now, therefore, in accordance with the foregoing, this Notice of Preservation of the Amended and Restated Declarations of Covenants, Conditions and Assessments (hereinafter "Notice") is made by the Association, as authorized pursuant to provisions of Fla. Stat. §712.05 as follows:

1. The Association as hereinafter defined, in my execution hereof, pursuant to the provisions of Florida Statute §712.05 does hereby preserve and protect from extinguishment by operation of the provision of Florida Statute §712.01, et seq., all of the terms, provisions and conditions of the Restrictions.
2. The Preservation of the Restrictions as contained in this Notice shall have the effect of preserving all of the terms, provisions and conditions of the Restrictions from extinguishment by operation of the provisions of Florida Statute §712.01, et seq., for a period of thirty (30) years after the recording of this Notice, unless a subsequent Notice is filed which further preserved the term of the Restrictions in accordance with applicable law.
3. If any of the terms of this Notice are illegal or unenforceable at law or in equity, the validity, the legality and enforceability of the remaining provisions contained herein shall not in anyway be affected or impaired thereby. Any illegal or unenforceable term shall be deemed to be void and of no force and effect only to the minimum extent necessary to bring such term within the provisions of any applicable law or laws, and such terms, as so modified, and the balance of this notice shall then be fully enforceable.

4. This notice is not intended to, and shall not be considered to, change, alter, modify, or amend the Restrictions or any provisions thereof. This action is not intended to burden any property which is not already burdened by the Restrictions.

IN WITNESS WHEREOF, the Association has hereunto set its hand and seal this 14th day of may, 2015.

Boyette Springs Homeowners' Association, Inc.

By: [Signature]
Its President: Brian J Wohlwend

WITNESS:

[Signature]
Signature
Lee SANDER
Printed Name

WITNESS:

[Signature]
Signature
PEGGY A. KNITTEL
Printed Name

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE ME personally appeared Brian J Wohlwend, who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this 14th day of may, 2015.

[Signature]
Notary Public, State of Florida



Print, Type or Stamp Name of Notary

- Personally known to me, or
 Produced identification
Type of identification produced:

FL Driver License

**AFFIDAVIT OF PRESIDENT OF
BOYETTE SPRINGS HOMEOWNERS' ASSOCIATION, INC.**

BEFORE ME, the undersigned Notary Public, personally appeared Brian J. Wohlwend, ("Affiant"), who is the President of the Boyette Springs Homeowners' Association, Inc., a Florida not-for-profit corporation ("Association"), and being duly sworn deposes and says:

1. I am the President of the Boyette Springs Homeowners' Association, Inc., and as such, have personal knowledge of the affairs of the Association relative to the matters which are the subject of this Affidavit.

2. That the President of the Association has caused a statement in substantially the following form to be mailed and/or hand delivered to members of the Association together with the attached Notice of Meeting on the 20th day of March, 2015.

STATEMENT OF MARKETABLE TITLE ACTION

Boyette Springs Homeowners' Association, Inc., a Florida corporation (the "Association") has taken action to ensure that the Restrictive Covenants and Conditions recorded in the Public Records of Hillsborough County, Florida, as follows:

1. The Official Records Book 4801 at pages 0821, et seq. of the Public Records of Hillsborough County, Florida;
2. The Official Records Book 4812 at pages 0277 of the Public Records of Hillsborough County, Florida;
3. The Official Records Book 4889 at pages 0193, et seq. of the Public Records of Hillsborough County, Florida;
4. The Official Records Book 4945 at pages 0332, et seq. of the Public Records of Hillsborough County, Florida;

5. The Official Records Book 5028 at pages 0692, et seq. of the Public Records of Hillsborough County, Florida;
6. The Official Records Book 5175 at pages 410, et seq. of the Public Records of Hillsborough County, Florida;
7. The Official Records Book 5414 at pages 1100, et seq. of the Public Records of Hillsborough County, Florida;
8. The Official Records Book 5687 at pages 909, et seq. of the Public Records of Hillsborough County, Florida;
9. The Official Records Book 6028 at pages 1122, et seq. of the Public Records of Hillsborough County, Florida;
10. The Official Records Book 6708 at pages 1639, et seq. of the Public Records of Hillsborough County, Florida;
11. The Official Records Book 221990 at pages 83, et seq. of the Public Records of Hillsborough County, Florida.

as may be amended from time to time, currently burdening the property and each and every member of the Association, retains the status as to the service of Marketable Title with regard to the transfer of members' residence. To this end, the Association shall cause the Notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Hillsborough County, Florida. Copies of this Notice and attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association, that this affidavit has been prepared and executed in connection with the requirements of §712.06(1)(b), Florida Statutes.

FURTHER AFFIANT SAYETH NAUGHT.

A handwritten signature in blue ink, consisting of a stylized initial 'D' followed by a long horizontal line that ends in a loop.

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE ME personally appeared Brian J. Wohlwend, the President of the Boyette Springs Homeowners' Association, Inc., who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this 14th day of May, 2015.

Robin Pittman

Notary Public, State of Florida



Print, Type or Stamp Name of Notary

Personally known to me, or

Produced identification

Type of identification produced:

FL Driver License

EXHIBIT E

PREPARED BY AND RETURN TO:
TIFFANY LOVE MCELHERAN, Esquire
BUSH ROSS, P.A.
Post Office Box 3913
Tampa, FL 33601

AMENDED* CLAIM OF LIEN

This is an Amended Claim of Lien for unpaid assessments and interest on such assessments, together with attorney's fees incurred by the undersigned incident to the collection of the assessments or enforcement of this lien, which is granted pursuant to Articles IV of the Revised Declaration of Covenants, Conditions and Restrictions for Boyette Springs upon the following described property in Hillsborough County, Florida:

Lot 13, Block 5, Boyette Springs Section "A" Unit 3 Phase I, according to the map or plat thereof, as recorded in Plat Book 69, Page 27, of the Public Records of Hillsborough County, Florida.

The names of the record owners of the above-described parcel are: Richard M. Aaron and Lorna J. Aaron, husband and wife.

This Amended Claim of Lien is to secure assessments imposed against the owners by the undersigned in the following amounts that were due upon the dates indicated:

<u>ASSESSMENT</u>	<u>AMOUNTS DUE</u>
Maintenance Assessment fee:*	
1/1/2014 Annual Assessment	\$30.00
1/1/2015 Annual Assessment	\$30.00
1/1/2016 Annual Assessment	\$30.00
1/1/2017 Annual Assessment	\$30.00
1/1/2018 Annual Assessment	\$30.00
1/1/2019 Annual Assessment	\$30.00
Late Fee 68 @ \$25.00 each month	\$1,700.00
Interest through date of recording claim of lien:	\$101.54
	SUBTOTAL: \$1,981.54
Attorney's Fees	\$550.00
Previous Attorney's Fees (HD Law Group)	\$700.00
Clerk of the Court (Recording Fee)	\$22.00
Certified Mail (Postage)	\$12.40
Clerk of the Court (Release Lien)	\$13.50
	TOTAL: \$3,279.44

*This Amended Claim of Lien amends the Claim of Lien recorded at Book 23182 Pages 728-730 of the Official Records of Hillsborough County, Florida. All changes are designated by underline or strike-through.



Boyette Springs/Aaron

*THE MAINTENANCE AMOUNT IS DUE WITH INTEREST AT EIGHTEEN PERCENT (18%) PER ANNUM FROM THE DUE DATE PURSUANT TO THE REVISED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BOYETTE SPRINGS.

This Amended Claim of Lien is also effective for all unpaid assessments due hereafter until fully paid, plus interest and attorney's fees.

I hereby certify that the above amount is due and payable at the present time, together with interest on the unpaid amount and reasonable attorney's fees.

Signed, sealed and delivered in the presence of:

Carlin Elliott
Witness Carlin Elliott

[Signature]
Witness [Signature]

[Signature]
Tiffany Love McElheran, Esquire
BUSH ROSS, P.A.
P.O. Box 3913
Tampa, FL 33601
(813) 204-6492
(813) 223-9620 (telecopy)
Agent for Boyette Springs Homeowner's Association, Inc.
PO Box 2773
Riverview, FL 33568

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 20 day of August 2019, by Tiffany Love McElheran, who is personally known to me and who did not take an oath.

(SEAL)



[Signature]
Notary Public, State of Florida at Large

LUCY

LKATTOURA@

BUSHROSS.COM