

**THE PINES SUBDIVISION  
TENTH AMENDMENT TO DEED RESTRICTIONS  
AND COVENANTS**

**THIS TENTH AMENDMENT TO DECLARATION OF DEED RESTRICTIONS AND COVENANTS**, hereinafter the "Restrictions" is made this day 7th of June, 2013 by the Pines Homeowners Association, a Florida corporation, whose mailing address is 13544 Kent Bradley Street, Dade City, Florida 33525, hereinafter "Association", having taken control from Lynan, Incorporated, hereinafter "Developer".

**WITNESSETH:**

**WHEREAS**, on May 29, 1998, the Developer executed original Deed Restrictions and Covenants (hereinafter Restrictions) for The Pines, a subdivision in Pasco County, Florida, which Restrictions are recorded in O.R. Book 3960, Pages 115-136, Public Records of Pasco County, Florida and which Restrictions provide for a common scheme of development within the subdivision described in Exhibit "A" attached hereto; and

**WHEREAS**, the Developer, on April 29, 1999, executed an Amendment to Deed Restrictions, which Amendment is recorded in O.R. Book 4143, Pages 284-293, Public Records of Pasco County, Florida; and

**WHEREAS**, the Developer, on December 2, 1999, executed a Second Amendment to Deed Restrictions, which Second Amendment is recorded in O.R. Book 4271, page 1050, Public Records of Pasco County, Florida; and

**WHEREAS**, the Developer, on October 23, 2003, executed a Third Amendment to Restrictions, which Third Amendment is recorded in the O.R. Book 5594, pages 1398- 1410, Public Records of Pasco County, Florida; and

**WHEREAS**, the Association, on June 9, 2006, executed a Fourth Amendment to Restrictions, which Fourth Amendment is recorded in the O.R. Book 7031, pages 1032- 1044, Public Records of Pasco County, Florida; and

**WHEREAS**, the Association on June 1, 2007, executed a Fifth Amendment to Restrictions, which Fifth Amendment is recorded in the O.R. Book 7545, pages 1050- 1064, the Public Records of Pasco County, Florida; and

**WHEREAS**, the Association on June 1, 2008, executed a Sixth Amendment to Restrictions, which Sixth Amendment is recorded in the O.R. Book 7861, pages 1208- 1223, the Public Records of Pasco County, Florida; and

**WHEREAS**, the Association on June 20, 2009, executed a Seventh Amendment to Restrictions, which Seventh Amendment is recorded on the O.R. Book 8114, page 1024- 1039, the Public Records of Pasco County, FL; and

**WHEREAS**, the Association on June 29, 2010, executed an Eighth Amendment to Restrictions, which Eighth Amendment is recorded on the O.R. Book 8364, Page 1380 -1393, the Public Records of Pasco County, FL ; and

**WHEREAS**, the Association on June 21, 2012, executed a Ninth Amendment to Restrictions, which Ninth Amendment is recorded on the O.R. Book 8715, Page 1763 to 1772, the Public Records of Pasco County, FL; and

**WHEREAS**, the Association is desirous of amending the Deed Restrictions as follows to provide a more complete and comprehensive scheme of development for The Pines Subdivision:

Recpt: 1526587  
DS: 0.00  
IT: 0.00  
06/07/13 E. Munguia, Dpty Clerk

PAULA S. O'NEIL, Ph. D. PASCO CLERK & COMPTROLLER  
06/07/13 11:16am  
OR BK 8884 Pg 1 of 9  
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**ARTICLE I**  
**DEFINITIONS**

**SECTION 1.** Association shall mean and refer to The Pines Homeowners' Association, Inc., its successors and assigns.

**SECTION 2.** Lot shall mean any plot of land shown on the subdivision plat, or any metes and bounds description of any lot.

**SECTION 3.** Member shall mean every person or entity that is a recorded owner of a fee or undivided fee interest in any lot in The Pines Subdivision. Membership shall be appurtenant to and may not be separated from ownership of a lot that is subject to the assessment by the Association.

**SECTION 4.** Mortgage shall mean a conventional mortgage or a deed of trust.

**SECTION 5.** Owner shall mean the recorded owner, whether one or more persons or entities, of a fee simple title to any lot which is part of The Pines Subdivision. membership in the Association shall be appurtenant to any may not be separated from ownership of a lot that is subject to assessment by the Association.

**SECTION 6.** Voting Interest shall mean the voting rights distributed to the members of The Homeowners' Association pursuant to the governing document.

**ARTICLE II**  
**MEMBERSHIP IN ASSOCIATION: VOTING RIGHTS**

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

**SECTION 2. VOTING INTEREST.** The Association shall have voting interests as follows: Members shall be all owners and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to a lot owned by Members.

Members must be current on their dues or be on a pre-approved payment plan, schedule and be current on that schedule before they are allowed to vote.

Any member has ten (10) business days to challenge, IN WRITING, the results of an election, budget or deed restriction vote.

**ARTICLE III**  
**ASSESSMENTS**

**SECTION 1. LIENS AND PERSONAL ASSESSMENTS.** Association hereby covenants for each lot within the Subdivision, and each owner of a lot, is hereby deemed to covenant by acceptance of his or her deed for such lot whether or not it shall be expressed in his or her deed to pay the Annual Association Assessments. Such assessments shall be established and collected as hereinafter provided. If said lien is not paid within thirty (30) days, then pursuant to Section 6 hereunder, the Annual and special assessments, together with interests, costs, and reasonable Attorneys' fees shall be a charge on the land, a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the

person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

**SECTION 2. PURPOSE OF ANNUAL ASSESSMENTS.** The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the Subdivision. Annual assessments shall include, but not be limited to, and the Association shall acquire and pay for, out of the funds derived from annual assessments, the following:

- a) A standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in the amount to be determined by the Board of Directors.
- b) Any other materials, supplies, furniture, labor, maintenance, repairs, insurance, or assessments which the Association is to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the enforcement of these restrictions.

**SECTION 3. ANNUAL ASSESSMENT.** An annual assessment for the Association shall be levied as follows:

- a) The annual assessment shall be Sixty dollars (\$60.00). This assessment is payable as one annual lump sum by the due date stated on the invoice or in increments as billed. Said assessment shall be reviewed annually, or as a special need arises, and may be, at the discretion of the Association, increased or decreased in accordance with this Declaration and the By-Laws of the Association. The maximum annual assessment levied by the Association each fiscal year shall be adequate to finance the operations and activities of the Association.

**SECTION 4. COMMENCEMENT AND COLLECTION OF ANNUAL ASSESSMENTS.** The annual assessments provided for herein shall commence as to a lot immediately following the conveyance of said lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the due date thereon and shall fix the date such amounts are due. Assessments made be made payable monthly. Notice of annual assessments shall be sent to every Member thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an Officer of the Association, setting forth whether the assessments against a specific lot have been paid, and may, at its' discretion, for time to time, cause to be recorded in the Public Records of Pasco County, Florida, a list of delinquent assessments as of that date.

**SECTION 5. EFFECT OF NONPAYMENT OF ASSESSMENTS, REMEDIES OF THE ASSOCIATION.** Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate Two (2.00) dollars per month. The Association may bring an action at law to collect delinquent assessments against the owner personally obligated to pay the same and may foreclose the lien against the owner's property; and the Association shall be entitled to collect all costs and reasonable attorneys' fees incurred in connection with said action on both the trial and appellate court levels. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas, if any, or abandonment of his lot. In addition to the foregoing remedies, the Board may assess a "Late Fee" of twenty percent (20%) compounded monthly, of the delinquent assessment for each assessment which is more than ten (10) days delinquent, for the purpose of helping to defray collection costs.

**SECTION 6. SUBORDINATION OF ASSESSMENT LIEN TO MORTGAGES.** The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. The assessment lien shall survive the sale or transfer of any lot.

**ARTICLE IV**  
**PROPERTY RIGHTS**

**SECTION 1. RIGHT OF ENTRY.** The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner Thereof, to enter any lot at any reasonable hour, on any day, to perform such maintenance as may be authorized.

**SECTION 2. OTHER EASEMENTS.** The Association has granted blanket easements for installation and maintenance of utilities and drainage facilities as shown on the plat of The Pines Subdivision.

**ARTICLE V**  
**RIGHTS, DUTIES AND OBLIGATIONS OF THE**  
**HOMEOWNERS' ASSOCIATION**

**SECTION 1. POWERS AND DUTIES.** The Association, through its Board of Directors, shall have the powers and duties for the administration of affairs of the Association. The powers and duties exercised by the Association, through its governing board, shall include, but not be limited to, the following:

- a) Set annual assessments, set special assessments, collect all assessments.
- b) Adoption, distribution, amendment, and enforcement of deed restrictions governing the use and enjoyment of lots as specified herein, enforcement of rules governing the use and operation of the Association and the use of the Common Areas.
- c) Procurement and maintenance of insurance, accounting, and legal services as is warranted.
- d) Maintenance of accounting records, in accordance with the law and generally accepted accounting principles, which records shall be made available for inspection by individual members.
- e) Authorization and prosecution, in the name of the Association, of any and all actions and proceedings deemed necessary or appropriate in furtherance of the interests of the Association generally, including suits to foreclose liens for nonpayment of assessments, suits to enforce deed restrictions, and suits to recover money judgments for unpaid assessments.
- f) Establishment of bank accounts in the name of the Association and authorization of signatories therefore.
- g) Any other powers enumerated in the Articles of Incorporation or the By-Laws.

**SECTION 2. ANNUAL BUDGET.** Each year, the Association, through the Board of Directors, shall prepare a proposed annual budget of the common expenses of the Association. This budget shall include the projected operating expenses for the succeeding year. Said budget shall detail the estimated expenses for the general operating and administrative expenses of the Association. A copy of the proposed annual budget shall be mailed to each member of the Association, by mailing a copy of said budget, together with a notice of the budget meeting, in a manner and within the time as provided by the By-Laws of the Association. A final budget shall be approved by a simple majority vote of the Association.

**SECTION 3. BOARD OF DIRECTORS AND COMMITTEES.** All members of the Board of Directors and other committees, elected or appointed, must be current with their dues and in compliance with all deed restrictions of the Subdivision.

**SECTION 4. RECALL OF BOARD MEMBER.** Any Board Member may be recalled pursuant to the Florida Statutes.

**ARTICLE VI**  
**USE RESTRICTIONS**

The Pines Subdivision shall be occupied and used only as follows:

**SECTION 1. HOMESITE SETBACKS.** There will be a fifty (50) foot front setback from the property line(s) to the front line of the garage, carport or home, whichever is closest to the front property line. A fifteen (15) foot side setback is required on all interior lots. In addition, all corner lots abutting McIntosh or Kent Bradley Streets shall have a thirty (30) foot side setback on the street side and a fifteen (15) foot side setback from the interior side of the lot. Front setbacks shall remain at fifty (50) feet. Each owner must present a site plan to the Architectural Review Board for approval, showing proposed improvements, prior to placing the home on the lot.

**SECTION 2. HOME CONSTRUCTION.** Manufactured housing, multi-section units, or modular, single-family homes, containing at least 1500 square feet of living space shall be permitted within the subdivision. Homes shall be new at the time of placement, and no single-wide mobile homes are permitted. Any home that is not new at the time of placement or replacement must be pre-approved by the Architectural Review Board. All homes must be constructed of the following:

1. Vinyl, wood, or stucco siding
2. Shingle roof.
3. Masonry skirting or masonry footer with vinyl lap siding to the footer. Vertical skirting is not allowed.

Although there is no specific time within which the home/site construction must be Commenced, all mobile homes must be fully setup within four (4) months after commencement of installation. No two (2) story homes or additions shall be permitted.

**SECTION 3. FENCES.** No fencing shall be erected from the leading edge of the home to the front property line. Fences along the side property lines shall be permitted from the rear side of the house to the rear of the lot. No fence in excess of six (6) feet shall be permitted. The finished side of the fence shall face the adjoining lot or any abutting right-of-way. The height of all fences shall be measured on the fence owner's property from the ground perpendicular to the fence to the top elevation of said fence. Gates may, however, exceed the height limitations by not more than two (2) feet. Berms, when used in conjunction with fences, shall be included in height determinations. Per City Ordinances, all fences must be constructed of chain link, wood or vinyl panels.

**SECTION 4. ANIMALS.** No livestock shall be permitted. Dogs, cats, and other customarily kept house pets may be kept on lots subject to such rules and regulations as may be adopted by the Association as long as they are not kept, bred or maintained for commercial or business purposes.

Homeowners are required to refrain from walking their pets on properties other than their own and are required to clean up after them should the need arise.

**SECTION 5. DECKS.** All homes shall have adequate sized wood or concrete entry decks constructed to at least the following dimensions:

- a) Front deck -- Eight (8) feet deep by twelve (12) feet long.
- b) Side deck -- Four (4) feet deep by six (6) feet long.
- c) Rear deck -- Eight (8) feet deep by twelve (12) feet long.

**SECTION 6. UTILITIES AND WELLS.** All homes shall have underground utilities and Dade City water. Electric service boxes shall be placed at the rear or rear corner of the home facing the front. **Private wells are NOT** allowed per City Ordinance.

**SECTION 7. UTILITY SHEDS AND MAILBOXES.** Utility sheds or garages must be pre-approved by the Architectural Review Board, and shall not be permitted in the front yard of the lot. The exterior surface of utility sheds and garages must be kept in good repair and must match the house in color. Sheds may be located anywhere in the back yard as long as they are a minimum of five (5) feet from the house and seven (7) feet from the property line. No two story sheds will be permitted, and only one (1) shed is allowed per lot. Maximum shed size is 16 feet by 24 feet. All sheds must be anchored. Roofs may extend from the side of the shed to create a lean-to for mowers, boats or jet skis. They are not to exceed ten (10) feet in width and the length of the shed. They must be anchored for storms.

One (1) awning or free standing cover will be allowed to cover motor homes or boats. This awning must be placed in the back yard, and it must be removable or anchored for storm protection.

Mailboxes shall be of uniform size, shape and color unless otherwise approved by the Board of Directors.

**SECTION 8. VEHICLE PARKING, CARPORTS AND DRIVEWAYS.** Vehicles shall not be permitted to be parked in the front lawn area of the lot.

A carport or garage matching the house must be provided and shall meet all design standards as well as setbacks in SECTION 1 above.

Per City Ordinance, overnight parking of commercial vehicles, semi-trailers, construction vehicles, commercial trailers, or other similar vehicles shall not be allowed.

Recreational vehicles (e.g. campers, boats, jet skis, etc.), utility trailers, and agricultural vehicles shall be parked to the rear of each house or within an enclosed garage or utility shed.

Per City Ordinance, heavy industrial equipment such as trucks not being used for personal transportation, tractors, bulldozers, cranes, heavy tree-trimming and tree- removal equipment and the like may be parked on private residential property only during such periods when actually in use on such property, and for forty eight (48) hours preceding and after such use.

Each homeowner shall construct and maintain a driveway extending from their front property line to the home. Driveways must be constructed of cement, and must be at least twenty (20) feet in width. The driveway must also include a thirty six (36) inch wide walkway to the front door of the house and a paved parking pad at least Twenty (20) feet by twenty (20) feet. In addition, sidewalks at least thirty six (36) inches in width shall be installed along the complete front width of the home site. All driveways, sidewalks, walkways, and parking pads must be completed and installed prior to issuance of a certificate of occupancy or resale of the home.

Per City Ordinance, automotive vehicles or trailers of any kind without current license plates shall not be parked or stored on any residentially zoned property other than in a completely enclosed building.

**SECTION 9. COMMERCIAL USES.** Each unit shall be used as a residence for a single family and not for other purpose. No business of any kind shall be conducted in any residence. No sign of any kind (including "No Trespassing" signs) shall be displayed to public view on a lot or in the Common Area except customary name and address signs and lawn signs of not more than five (5) square feet in size advertising a lot or unit for sale. Patriotic signs and flags may be displayed.

**SECTION 10. TRASH AND NOXIOUS USES.** No rubbish, trash, garbage, grass clippings or other waste materials shall be kept or permitted on any lot except in sanitary containers. All trash cans containing household garbage must have a lid securely in place at all times. Each property owner shall assure that any drainage areas on his property between his lot and a street shall be maintained and kept clean and

free of grass clippings, waste material and other debris. No noxious or offensive activity or nuisance shall be carried on, in or about any lot. Burning is not permitted per City Ordinance, therefore, burn barrels are not permitted on properties. Any use of fireworks is banned in The Pines Subdivision.

**SECTION 11. RENTALS. NO HOME WITHIN THE PINES SUBDIVISION MAY BE RENTED OR LEASED; THIS INCLUDES AN AGREEMENT FOR DEED. EACH HOME MUST BE OWNER OCCUPIED.**

**SECTION 12. LANDSCAPING.** All homes may be landscaped at the owner's discretion. All lots must be either seeded or sodden within 6 months. No rocked yards shall be permitted. Per City Ordinance, all lawns must be mowed and cannot exceed twelve (12) inches in height, including weeds.

**SECTION 13. SATELLITE DISHES AND ANTENNAS.** Satellite dishes shall not exceed twenty four (24) inches in diameter. Satellite dishes and antennas shall be located in the rear of the house or in the rear yard. If useable satellite or antenna signals cannot be received from the rear of the house or the yard, the satellite dish or antenna may be located in the least obtrusive location to receive useable signals.

**SECTION 14. CLOTHESLINES.** Clotheslines are permitted per Florida Law. They must be placed in the rear of the home and must be either the retractable type or umbrella type. They must be removable for storm protection.

**SECTION 15. CARPORT STORAGE.** Carports may contain a horizontal deck box, a lawnmower, a BBQ grill, trash cans, lawn swing and small table (no larger than 30") with chairs. All items must be placed to the rear of the carport **ONLY** and be removed in the event of a storm. **NOTHING ELSE WILL BE ALLOWED.**

**SECTION 16.** It is required that each homeowner provide to a prospective buyer a copy of the Disclosure Form from the Florida Statutes to insure that all prospective buyers have been informed of the Deed Restrictions for the Pines. Failure to provide this form can result in the negation of the sale and legal action on the part of the prospective buyer.

## **ARTICLE VII** **SOUTHWEST FLORIDA WATER MANAGEMENT** **DISTRICT REQUIREMENTS**

**SECTION 1. DISTRICT REQUIREMENTS.** It shall be the responsibility of each property owner, within the Subdivision, at the time of construction of building, residence or structure to comply with the construction plans for Surface Water Management System, approved and on file with the Southwest Florida Water Management District (SWFWMD), if applicable.

**SECTION 2. CONSERVATION AREAS.** No owner of property within the Subdivision may construct or maintain any building, residence or structure, or undertake to perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and plat of the Subdivision, unless prior approval is received from the Southwest Florida Water. Management District, Brooksville Regulation Department.

## **ARTICLE VIII** **ARCHITECTURAL REVIEW/SITE PLAN REVIEW BOARD**

**SECTION 1. ARCHITECTURAL REVIEW BOARD.** The Board of Directors shall appoint a committee to be known as The Architectural/Site Plan Review Board, to exercise and carry out the functions of said board as hereinafter described. The Architectural/Site Plan Review Board shall consist of three (3) or more members of The Association who shall serve at the pleasure of the Board. All members of this

committee must be current with their dues and in compliance with the deed restrictions of the Subdivision.

**SECTION 2. CONSTRUCTION, RECONSTRUCTION, REPAIRS AND ALTERATIONS.** The owner of any lot in The Pines Subdivision, prior to: (a) commencing construction of a new residence, (b) making any alterations, additions or improvements to an existing residence, (c) repairing, reconstructing, rebuilding or improving any residence which has been partially or totally destroyed or damaged by fire or other casualty, or (d) commencing construction of driveways, garages, storage sheds, decks or any other improvement, shall first submit a copy of the complete plans and specifications for any such construction activity to the Architectural Review Board for its approval. The Architectural Review Board shall grant approval only if the design proposed by the owner will: (a) be harmonious in external design with other finished residences and lots, (b) benefit and enhance the entire Subdivision in a manner generally consistent with the plan of development, and (c) meet all the requirements imposed by the covenants, conditions and restrictions of this Declaration. Approval by the Architectural Review Board does not release the homeowner from the responsibility to obtain the necessary permits from the local government.

**SECTION 3. APPROVAL OF BOARD.** Approval or denial of an improvement, home design, etc. by the Architectural Review Board must be in writing and shall be rendered not more than two (2) weeks after written submittal of a request.

**SECTION 4. VIOLATIONS.** Any owner may report any infraction of Article V111 to the Board of Directors.

#### **ARTICLE IX VIOLATIONS**

**SECTION 1. FINES.** Any violation of the foregoing Restrictions by a homeowner will result in a fine. After receiving a Notice of Violation, the homeowner will have a period of fourteen (14) days for all violations in which to remedy the situation. After that grace period, a fine of \$25.00 per each Notice will be levied on the homeowner. Unpaid fines that accumulate and reach Three Hundred (\$300) dollars will be subject to a lien on the premises of the owner and may be collected or foreclosed by the Association's attorney.

**SECTION 2. LEGAL FEES.** If legal fees are incurred by the Association in proceeding against an owner who is in violation of these Deed Restrictions, such fees shall be assessed against the owner of the property which is in violation. Such fee shall become a lien against the property, and shall be collected in the same fashion as the assessments.

#### **ARTICLE X OWNERS' OBLIGATION TO REPAIR**

**SECTION 1. MAINTENANCE OF PREMISES.** Each owner shall, at his sole cost and expense, repair his or her premises, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear. Homes shall be kept free from mold and mildew.

#### **ARTICLE XI ANNEXATION**

**SECTION 1. ADDITIONAL PROPERTIES.** Additional residential properties and Common Areas may be annexed to the Subdivision with the majority consent of the Association.

**SECTION 2. DURATION.** The Association's existence shall be perpetual.



## **ARTICLE XII**

### **GENERAL PROVISIONS**

**SECTION 1. ENFORCEMENT.** The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association to enforce any restriction herein contained shall in no event be deemed as a waiver of the right to do so thereafter. Should it be necessary for the Association to retain the services of an attorney to enforce these restrictions or to enjoin the violation thereof, then the Association shall be entitled to recover costs and a reasonable attorney fee from the violating party. Such costs and fees shall constitute a personal obligation of the owner of the lot where the violation occurred and shall constitute a lien against such property, which lien may be foreclosed as an assessment.

**SECTION 2. SEVERABILITY.** Invalidation of any one of these restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

**SECTION 3. AMENDMENTS.** The Association, on behalf of itself and the members, does hereby reserve the right to amend, modify, alter, delete or repeal any Article, Section, provision or clause of the Deed Restrictions. Amendments shall be reviewed yearly. Any such amendment modification, alteration or repeal shall require a majority (51%) vote of the eligible voting members of the Association for each amendment modification. Any such amendment, etc. shall be subsequently reduced to writing, executed by the President or Secretary of the Association, evidence in nature of the change and it's effective date, and recorded in the Public Records of Pasco County, Florida. Any amendment of these documents which would affect the Surface Water Management System must have the prior written approval of the SWFWMD. No amendment shall impair the assurances of any governmental Agency of perpetual maintenance of the Common Areas.

**SECTION 4. SUBORDINATION.** No breach of any of the conditions herein contained or reentry by reason of such breach shall render invalid the lien of any mortgage made in good faith and for value as to the Subdivision or any lot therein: provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale or otherwise.

**SECTION 5. DRAINAGE.** The restrictions and covenants of these restrictions shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any member thereof.

**IN WITNESS THEREOF**, executed in Pasco County, Florida on the 7 day of June, 2013.

By: Patricia J. Titsworth  
Patricia J. Titsworth, President

**STATE OF FLORIDA, COUNTY OF PASCO**

**BEFORE ME**, this day personally appeared **Patricia J. Titsworth**, producing the following identification Florida Driver's License, who being first duly sworn to oath, deposes and says that she signed the Ninth Amendment to the Deed Restrictions for The Pines Subdivision for the purposes contained therein.

By my official seal this 7 day of June, 2013.

