

reimbursement from the Master Association plus any costs of collection including, but not limited to, reasonable attorneys' fees and the Master Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Developer if Developer is entitled to reimbursement.

Section 5. **Homestead** By acceptance of a deed thereto, the Owner (and any spouse thereof, if married) of each Lot or Dwelling Unit shall be deemed to have agreed that the liens herein provided for have attached prior to the time when any Lot or Dwelling Unit has acquired homestead status and deemed to have waived any exemption of such Owner's Lot or Dwelling Unit from the liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the Homestead Exemption provisions of Florida law, if for any reason such are applicable. This section is not intended to limit or restrict in any way the lien or rights granted by this Declaration, but to be construed in its favor.

ARTICLE XVI
PROVISIONS RELATING TO RESORT RESIDENTIAL AND
MAINTENANCE FREE DWELLING UNITS

The Master Association shall be responsible for the maintenance of the Common Area lawns, landscaping, sprinkler systems, and exterior painting of dwelling units designated as Resort Residential or Maintenance Free. Assessments for such maintenance shall be in addition to the assessments set forth in Article XII herein.

Section 1. **Maintenance Contract.** The Master Association shall have the right and power to contract with a maintenance company to carry out the obligations in regard to the maintenance as set forth in this Article.

Section 2. **Exterior Maintenance.** In the event a need exists for maintenance caused through the willful or negligent acts of an Owner, the family, guests or invitees of the Owner of the Dwelling Units needing such maintenance, then the Board of Directors of the Master Association shall cause a notice of such maintenance to be mailed to the offending Owner granting thirty (30) days within which to cure the maintenance deficiency and in the event that the Owner fails to cure such deficiency, then the authorized representative of the Master Association may enter upon the Dwelling Unit when necessary and with as little inconvenience to the Owner as possible and perform such maintenance care and preservation set forth hereinabove. The cost of such exterior maintenance and or repairs shall be added to and become a part of the assessment to which said Dwelling Unit is subject.

Section 3. **Landscape Maintenance.** Landscape maintenance services shall include those performed on a regular basis such as mowing, well repairs and replacement, irrigation replacement, repair, or restoration of the RDAs or storm water improvements including, but not limited to, inlet structures, pipes and outlet structures.

Section 4. **Permanent Structures.** No building or structure shall be moved onto any Lot or Parcel in the area covered by these restrictions, it being the intent that all buildings or structures shall be constructed thereon.

Section 5. **Landscape & Alteration Restrictions.** No lawn, landscaping, exterior Dwelling Unit painting, or structural alteration shall be performed or done by the Owners, or their designated representatives, agents, successors, heirs or assigns without prior written approval of the Master Association.

Section 6. **Owner's Easement over Adjacent Lot.** Each Owner shall have a perpetual non-exclusive easement on, over and across the side and top of the existing adjacent wall and fascia of his neighbor for the purpose of erecting, installing, maintaining, and attaching approved screened enclosures; provided however, that the easement across the top of an outside, rear, boundary wall and fascia shall extend only from the edge nearest the Lot or Parcel on which such installation is made to the midpoint of said top and the Owner of the property making such installation shall be solely, completely and immediately liable to the adjacent Owner for any actual damage resulting from such installation.

ARTICLE XVII
PROVISIONS RELATING TO GOLF COURSE

HERNANDO OAKS IS PLANNED IN CONJUNCTION WITH THE CONSTRUCTION OF THE HERNANDO OAKS GOLF & COUNTRY CLUB. THE PURCHASE OF A LOT, PARCEL OR UNIT IN THE COMMUNITY AND BECOMING A MEMBER IN THE MASTER ASSOCIATION OR ANY SUB-ASSOCIATION DOES NOT GRANT ANY RIGHTS FOR THE USE OF THE GOLF COURSE, CLUB HOUSE, SWIMMING POOL AND TENNIS COURTS. MEMBERSHIPS OFFERED BY THE OWNER OF THE HERNANDO OAKS GOLF & COUNTRY CLUB ARE SEPARATE AND DISTINCT FROM OWNERSHIP OF LOTS, DWELLING UNITS, AND PARCELS, AND MAY, IN THE SOLE DISCRETION OF THE GOLF COURSE OWNER, BE OFFERED TO BOTH RESIDENTS AND NON-RESIDENTS OF THE COMMUNITY.

While the Golf Course is not included in the Committed Property, many of the Lots front on the Golf Course or lakes adjacent to the Golf Course and all of the Lots in the Community enjoy advantages by their close proximity to the Golf Course. Therefore, in addition to the restrictive covenants set forth in this Declaration, the following protective covenants, conditions, easements and restrictions ("Golf Course Covenants") shall constitute covenants running with the land and binding upon the Community and shall be binding upon the Owners and shall inure to the benefit of the Golf Course Owner. With respect to these Golf Course Covenants, such Golf Course Covenants shall control where other terms of this Declaration, a Replat Declaration or Replat, conflict.

Section 1. **Golf Course Lot Setback.** Within the rear yard setback area of Golf Course Lots no fences or buildings (other than swimming pool cages and swimming pool decks) shall be constructed nor shall any landscaping be permitted that will prohibit entry by golfers onto the Golf Course Lots to retrieve golf balls.