

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

NATURE'S HIDEAWAY

THIS DECLARATION, made this 28<sup>th</sup> day of March, 1989, by RUTENBERG CONSTRUCTION CORPORATION, a Florida corporation, hereinafter referred to as the "Declarant."

WITNESSETH:

1.00  
1.50  
SD WHEREAS, Declarant is the owner of the real property described in Exhibit A of this Declaration and desires to create thereon a residential community with open spaces, and other common facilities for the benefit of such community, which community has been named by Declarant as "NATURE'S HIDEAWAY"; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the community and for the maintenance of the common property; and, to this end, the Declarant desires to subject the real property described in Exhibit A, together with such additions as may be made to such real property in accordance with the provisions herein to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of such property and each owner of such property; and

WHEREAS, certain other properties known as NATURE'S HIDEAWAY IA and IB have been subjected to certain covenants, conditions and restrictions which have been recorded in O.R. Book 1468, at page 1338, and O.R. Book 1543, at page 1213, all of the Public Records of Pasco County (hereinafter referred to as the "Covenants"), and which Covenants refer to a Master Association for the entire community, this Declaration has been prepared to provide the master association referred to in such Covenants;

WHEREAS, the Declarant has incorporated under the laws of the State of Florida, as a not-for-profit corporation, NATURE'S HIDEAWAY MASTER ASSOCIATION, INC., for the purposes of exercising the functions stated above, which association is not intended to be a "Condominium Association" as such term as defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes).

NOW, THEREFORE, the Declarant declares that the real property described in Exhibit A, and such additions to such real property as may be made pursuant to this Declaration, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration of Covenants, Conditions and Restrictions of NATURE'S HIDEAWAY (hereinafter called "Declaration") shall have the following meanings:

Section 1. "Articles" means the Articles of Incorporation of the Association.

This instrument prepared by  
and to be returned to:

Julius J. Zschau, Esq.  
Sorota and Zschau, P.A.  
2900 U.S. 19 N., Suite 501  
Clearwater, FL 34621

5:49644

FILED FOR RECORD

Mar 29 3 05 PM '89

RECORD VERIFIED

CLERK OF PASCO COUNTY  
M. Hernandez

O.R. 1794 PG 0714

Section 2. "Association" shall mean and refer to NATURE'S HIDEAWAY MASTER ASSOCIATION, INC., whose purpose is to administer the Properties in accordance with the provisions of this Declaration and the governing documents of the Association.

Section 3. "Board" means the Board of Directors of the Association.

Section 4. "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of the owners of the Properties. The Common Properties to be owned by the Association shall be described on Exhibit B attached hereto and incorporated herein by reference.

Section 5. "Declarant" means RUTENBERG CONSTRUCTION CORPORATION, a Florida corporation, and its successors and assigns. It shall not include any person or party who purchases a Lot or Parcel from RUTENBERG CONSTRUCTION CORPORATION, however, unless such purchaser is specifically assigned as to such property by separate recorded instrument, some or all of the rights held by RUTENBERG CONSTRUCTION CORPORATION as the Declarant hereunder with regard thereto.

Section 6. "Development" shall mean and refer to all property legally described as set forth in Exhibit C attached to this Declaration, currently owned by the Declarant or an affiliate of Declarant, and all or a portion of which property may be made part of a common scheme of development.

Section 7. "First Mortgagee" shall mean and refer to an Institutional Lender who holds a first mortgage on a Lot and who has notified the Association in writing of its holdings.

Section 8. "Institutional Lender" shall mean and refer to one or more commercial or savings banks, savings and loan associations, mortgage companies, insurance companies, pension funds, or business trusts, including but not limited to real estate investment trusts, and any other lender engaged in financing the purchase, construction or improvement of real estate, or any assignee of loans made by such lender, or any private or governmental institution which has insured the loan of the lender or any combination of the foregoing entities.

Section 9. "Land Use Documents" shall mean this Declaration, the Articles, By-Laws and the Rules.

Section 10. "Living Unit" shall mean and refer to any portion of a building situated upon the Properties designated and intended for use and occupancy as a residence by a Single Family. By way of example, but not limitation, the term "Living Unit" shall include a condominium parcel, a townhouse unit, or any other form of single-family residential dwelling.

Section 11. "Lot" shall mean and refer to that portion of land shown upon any recorded subdivision of the Properties which has been designated by the Declarant to contain a Living Unit with the exception of the Common Properties. For purposes of this Declaration and the other Land Use Documents, whenever more than one Living Unit is located upon a Lot, the term "Lot" shall mean "Living Unit."

Section 12. "Member" shall mean and refer to all those Owners who are members of the Association as provided in this Declaration.

Section 13. "Neighborhood Association" shall mean and refer to any not-for-profit corporation organized by the Declarant for purposes of administering a portion of the Properties which are governed by this Declaration and which has additional or separate functions from the Association.

Section 14. "Notice" shall mean and refer to:

(a) Written notice delivered personally or mailed to the last known address of the intended recipient, in the manner set forth in the By-Laws of the Association; or

(b) Notice published at least once each week for two consecutive weeks in a newspaper having general circulation in Pasco County; or

(c) Notice given in any other manner provided in the By-Laws of the Association.

Section 15. "Open Space" shall mean and refer to those areas of the Properties which constitute open area, clear from the ground upward, devoid of residential and commercial buildings, accessory structures and impervious areas.

Section 16. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities of the fee simple title to any Lot or Living Unit situated upon the Properties, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 17. "Properties" shall mean and refer to all existing Properties, additions thereto, as are subject to this Declaration or any Supplemental Declaration recorded pursuant hereto.

Section 18. "Rules" means any and all rules and regulations of the Association promulgated by the Board pursuant to its powers under this Declaration, or any other "Land Use Document."

Section 19. "Single Family" shall mean and refer to either a single person occupying a Living Unit and maintaining a household, including not more than one authorized tenant, or two or more persons related by blood, marriage or adoption occupying a Living Unit and living together and maintaining a common household, including not more than one authorized tenant; or not more than four unrelated persons occupying a Living Unit as distinguished from a group occupying a boarding or lodging house, hotel, club or similar dwelling for group use.

Section 20. "Turnover" shall mean that date following which conversion of Class B votes to Class A votes upon which the Declarant conducts a Special Meeting of the Membership for the purpose of election of officers and directors as set forth in this Declaration.

Section 21. "Unimproved Lot" shall mean and refer to a Lot owned by the Declarant for which a certificate of occupancy or completion for a Living Unit has not been issued by the appropriate governmental authority or which has not been conveyed by the Declarant to a Class "A" Member.

Section 22. "Unimproved Living Unit" shall mean and refer to a Living Unit owned by the Declarant for which a certificate of occupancy has not been issued by the appropriate governmental authority or which has not been conveyed by the Declarant to a Class "A" Member.

Section 23. "Interpretation." Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the

use of the term "including" shall mean "including without limitation." The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Existing Property. The real property which initially is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Pasco County, Florida, and is more particularly described on Exhibit A attached hereto and by reference incorporated herein.

All of the foregoing real property shall sometimes be referred to as "Existing Property."

Declarant reserves the right to make such changes or modifications to the Plat as are required by appropriate governmental authorities.

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions by the Declarant. The Declarant may from time to time bring other lands under the provisions hereof by recorded Supplemental Declarations (which shall not require the consent of the Owners or the Association or any other association which may be created to administer a portion of the Properties or any mortgagee) and thereby add to the Properties. It is the present intention of the Declarant that all real property within the Development shall eventually be made part of the Properties and, accordingly, reference therein to the Properties should be deemed to be reference to all of the Development where such reference is intended to include property other than the Existing Property. Nothing herein, however, shall obligate Declarant to add to the Existing Property, to develop future portions of the Development under such common scheme, nor to prohibit Declarant from rezoning and changing the development plans with respect to such future portions or adding additional or other property to the Development and the Properties under such common scheme. All Owners, by acceptance of a deed to a Lot or Living Unit, shall thereby automatically consent to any such rezoning, change, addition or deletion thereafter made by the Declarant and shall at any time evidence such consent in writing, if requested to do so by Declarant.

(b) Additions by Approval of Members. Without restriction upon the Declarant to add to the Properties in the manner provided in the foregoing Paragraph (a), upon approval in writing of the Association pursuant to a vote of its Members as provided in its Articles of Incorporation, the owner of any property who desires to add to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplemental Declaration of Covenants, Conditions and Restrictions with respect to the additional property, which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

(c) Additions by Merger. Upon a merger or consolidation of the Association with another Association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the Properties, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, conditions and restrictions

established by this Declaration within the Existing Property, together with the covenants, conditions and restrictions established upon any other property as one scheme.

### ARTICLE III

#### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, Unit or Parcel, subject to the following provisions:

(a) The right of the Association from time to time in accordance with its By-Laws to establish, modify, amend and rescind reasonable rules and regulations regarding use of the Common Area;

(b) The right of the Association to charge reasonable admission and other fees for use of any facilities situated upon the Common Area;

(c) The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment levied under this Declaration against his Lot, Unit or Parcel remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility as provided by its Articles;

(e) The right of the Association to grant easements as to the Common Area or any part thereof as provided by its Articles; and

(f) The right of the Association to otherwise deal with the Common Area as provided by its Articles.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers, provided the foregoing actually reside at the Owner's Lot, Unit or Parcel.

Section 3. Prohibition of Certain Activities. No damage to, or waste of, the Common Area or any part thereof, shall be committed by any Owner or any tenant or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, place or erect any improvement or structure of any kind on the Common Area without the prior written approval of the Board of Directors.

Section 4. Signs Prohibited. No sign of any kind shall be displayed in or on the Common Area without the prior written consent of the Association. This Section, however, shall not apply to the Declarant.

Section 5. Animals. No animals shall be permitted on or in the Common Area at any time, except as may be provided in the Rules and Regulations of the Association.

Section 6. Rules and Regulations. No Owner or other permitted user shall violate the reasonable Rules and Regulations for the use of the Common Area, as the same are from time to time adopted by the Association.

Section 4. Basis and Maximum Amount of Periodic Assessments. From the Commencement Date of Periodic Assessments until the Turnover Meeting, the initial Periodic Assessments for all Class "A" Members shall be established by the Declarant. Except as hereinafter provided, no assessment shall be payable by Class "B" Members.

Until the time of Turnover of the Association, the Declarant shall not pay any Periodic Assessments or Special Assessments, but the Declarant shall pay the difference in costs between the sum of all Periodic Assessments collected from Class "A" Members and the actual cost of operation of the Association. In the event of an increase in the actual cost of operation of the Association, the Declarant may increase the Periodic Assessments prior to Turnover. Thereafter, the Declarant shall not be obligated to pay a Periodic or Special Assessment on any unimproved Lot or Living Unit. Notwithstanding any provision that may be contained to the contrary in the Declaration, the Declarant may at any time commence paying assessments as to Lots or Living Units that it owns and thereby automatically terminate its obligation to fund deficits, but at any time thereafter, the Declarant may again to follow the procedures specified in the two preceding sentences.

The funding of any deficiency by the Declarant shall not include any reserve for replacements, operating reserves, depreciation reserves or capital expenditures.

The Board, in accordance with the requirements for a change of a Periodic Assessment as provided in this Article V, may change the budget and level of Periodic Assessments at a duly constituted meeting of the Board which occurs after Turnover. For each twelve month period thereafter, commencing on the first day of January (hereinafter called the "Assessment Year"), the Periodic Assessments may be adjusted by vote of the Board as set forth in Section 6 of this Article.

Section 5. Special Assessments. Other than as provided in Section 11, in addition to the Periodic Assessments authorized by Section 3 hereof, the Board may levy in any assessment year a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto, or for other purposes deemed appropriate by the Association. The due date of any Special Assessment under this Article shall be fixed in a resolution authorizing such Assessment. The Declarant shall not be obligated to pay a Special Assessment levied on any unimproved Lot or Living Unit. This Section 5 shall not be applicable to a Special Assessment for non-compliance, which Special Assessment is described in Article IX, Section 3 of this Declaration.

Section 6. Change in Basis and Maximum of Periodic Assessment. Subject to the limitations of Sections 3 and 4 hereof, and for the periods therein specified, the Board may change the maximum and basis of the assessments fixed by Section 4 hereof prospectively for any such period, provided that written notice containing a copy of the newly adopted budget outlining the assessment change is sent to all Members at least thirty (30) days in advance of the effective date of the adopted change.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall prepare a roster of the Properties and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the Assessment for each Assessment Year shall thereupon be sent to every Owner subject thereto at least thirty (30) days prior to the commencement of the Assessment Year.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed



by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Affect of Nonpayment of Assessments; The Personal Obligation of the Owner; The Lien; Remedies of the Association; Late Fees; Resale Certificate. If the assessments are not paid on the date when due, being the date specified in Section 3 and Section 5 hereof, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind the property in the hands of the then Owner, his heirs, designees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period. Provided, however, that no voluntary sale of any Living Unit shall be effective nor shall any marketable title be conveyed unless and until the Seller has obtained from the proper officers of the Association a certificate in recordable form, attesting to the fact that the Seller has paid all assessments to date. If no such certificate is obtained and recorded, the Purchaser shall be conclusively presumed to have assumed such past due assessments and become forthwith liable therefor. The Owner requesting the certificate shall pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate. If the assessment is not paid with thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate established by the Board of Directors, not to exceed the maximum legal rate of interest, and the Association may bring an action at law against the Owner personally obligated to pay the outstanding assessments and/or bring an action to foreclose the lien against the property, and there shall be added to the amount of such assessment, all costs of collection, including, but not limited to, the costs of preparing and filing the Complaint in such action, the cost of any and all attorneys fees incident to collection, whether or not suit is brought, including, without limitation, attorneys fees on any appeal. In the event a judgment is obtained, such judgment shall include interest on the assessments as provided above and a reasonable attorneys fees to be fixed by the Court, together with costs incident to the action.

In addition to the foregoing remedies, the Board of Directors may assess a "late fee" of twenty percent (20%) compounded monthly, of the delinquent assessment for each Periodic or Special Assessment, which is more than ten (10) days delinquent, for the purpose of helping defray collection costs.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessment provided for in this Declaration shall be subordinate to the lien of any first mortgagee now or hereafter placed upon the Properties subject to assessments; provided, however, that a first mortgagee of record or other purchase, obtains title to such property as a result of foreclosure of the lien of such First Mortgagee, or as a result of a deed given in lieu of foreclosure thereof, such acquirer of title and his successors and assigns shall not be liable for the assessments by the Association chargeable to the former Owner of such property which became due and payable prior to the acquisition of title as a result of the foreclosure or deed given in lieu of foreclosure, unless such assessments are secured by a Claim of Lien for assessments that is recorded prior to the recording of such Mortgage. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, or from the lien of any such subsequent assessment; provided, however, that any such assessment shall be subordinate to the lien of the First Mortgage placed upon the Properties prior to the time of the recording of such subsequent assessment lien. Provided, further, that for purposes of this Section 9, the "Notice" required in Article I need not be given.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein is dedicated and accepted by the local public authority and devoted to public use; (b) any Unimproved Lot retained by the Declarant after Turnover of the Association to the Class "A" Members.

Section 11. Special Assessment for Capital Improvements. Funds in excess of Ten Thousand Dollars (\$10,000) in any one case which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Properties under the jurisdiction of the Association and which have not been previously collected as reserves or are otherwise available to the Association, shall be levied by the Association as special assessments only upon approval of a majority of the Board of Directors of the Association or upon approval of two-thirds favorable vote of the Members of the Association voting at a duly constituted meeting of the Association.

Section 12. Collection of Assessment of Neighborhood Associations. The Association may, at the sole discretion of the Board, collect the assessments of the Association and of any or all of the associations, if any, which shall be incorporated as Florida corporations, not for profit, and which shall be identified in various declarations of covenants, conditions and restrictions recorded against the Properties and which are subject to assessment by such Neighborhood Associations. The assessments of any or all of such Neighborhood Associations may, at the sole discretion of the Board, be collected as part of a lump sum charge imposed by the Association. In the event the Board elects to collect the assessments of any Neighborhood Association, that portion of the lump sum attributable to the assessments of such Association shall be certified to the Association with respect to each applicable Lot or Living Unit by such Neighborhood Association(s) at least thirty (30) days prior to the applicable assessment period and, in the absence of such certification, the Association shall assume that the assessments due such Neighborhood Association(s) with respect to any particular Lot or Living Unit are the same as the assessments previously imposed against such Lot or Living Unit by such other Association(s) in the last previous assessment period for which a certification was given. The Association shall pay sums collected on behalf of the Neighborhood Association(s) to such Neighborhood Association(s) within thirty (30) days of receipt of such sums.

Association may, at any time, and from time to time, commence or cease collecting the assessments due the Neighborhood Association(s) upon sixty (60) days prior written notice to Neighborhood Association(s), or any of them, whereupon it shall be the duty of said Neighborhood Association(s) to commence or cease such obligations, and may, at any time and from time to time thereafter, again elect to make such collections as provided herein, all at the sole option of the Board.

## ARTICLE VI

### ARCHITECTURAL CONTROL COMMITTEE

Section 1. Members of Committee. The Architectural Control Committee, sometimes referred to in this Declaration as the "ACC" or the "ARB", shall consist of three (3) members. The initial members of the ACC shall consist of persons designated by the Declarant. Each of said persons shall hold office until all Living Units planned for the Development have been constructed and conveyed, or sooner at the option of the Declarant. Thereafter, each new member of the ACC shall be appointed by the Board of Directors and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the ACC may be removed at any time without cause. The Board of Directors shall have the right to appoint and remove all members of the ACC.



Section 2. Review of Proposed Construction. Subject to Section 9 below, no building, fence, wall or other structure or improvement (including landscaping) shall be commenced, painted, erected or maintained in the Development, nor shall any addition, change or alteration visible from the exterior be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other improvements, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, the ACC (after the approval of any condominium association or Neighborhood Association, or any Architectural Control Committee thereof). The ACC shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the Development as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. If the proposed construction, alterations or additions are to common elements of a condominium or to a portion of The Properties which are also maintained or otherwise subject to assessment by a Neighborhood Association, said approval shall also be subject to the prior approval of the Neighborhood Association. The ACC may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The ACC may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The ACC may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the ACC of any required plans and specifications, the ACC may postpone review of any plans submitted for approval. The ACC shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such 30-day period, said plans shall be deemed approved. The ACC herein shall be the ultimate deciding body and its decisions shall take precedence over all others. All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Any decision of the ACC may be appealed to the Board within fifteen (15) days from the date of rendition of the decision of the ACC pursuant to procedures established by the Board. 3 members

Section 3. Meetings of the ACC: The ACC shall meet from time to time as necessary to perform its duties hereunder. The ACC may from time to time, by resolution unanimously adopted in writing, designate an ACC representative (who may, but need not, be one of its members), to take any action or perform any duties for and on behalf of the ACC, except the granting of variances pursuant to Section 8 hereof. In the absence of such designation, the vote of any two (2) members of the ACC shall constitute an act of the ACC.

Section 4. No Waiver of Future Approvals: The approval of the ACC of any proposals of plans or specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ACC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

Section 5. Compensation of Members: The members of ACC shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder. The ACC, however, shall have the power to engage the services of professionals for compensation for purposes of aiding the ACC in carrying out its functions.

Section 2. Review of Proposed Construction. Subject to Section 9 below, no building, fence, wall or other structure or improvement (including landscaping) shall be commenced, painted, erected or maintained in the Development, nor shall any addition, change or alteration visible from the exterior be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other improvements, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, the ACC (after the approval of any condominium association or Neighborhood Association, or any Architectural Control Committee thereof). The ACC shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the Development as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. If the proposed construction, alterations or additions are to common elements of a condominium or to a portion of The Properties which are also maintained or otherwise subject to assessment by a Neighborhood Association, said approval shall also be subject to the prior approval of the Neighborhood Association. The ACC may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The ACC may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The ACC may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the ACC of any required plans and specifications, the ACC may postpone review of any plans submitted for approval. The ACC shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such 30-day period, said plans shall be deemed approved. The ACC herein shall be the ultimate deciding body and its decisions shall take precedence over all others. All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Any decision of the ACC may be appealed to the Board within fifteen (15) days from the date of rendition of the decision of the ACC pursuant to procedures established by the Board. *new lines*

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Section 4. No Waiver of Future Approvals: The approval of the ACC of any proposals of plans or specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ACC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

Section 5. Compensation of Members: The members of ACC shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder. The ACC, however, shall have the power to engage the services of professionals for compensation for purposes of aiding the ACC in carrying out its functions.

Such variance must be evidenced in writing which must be signed by at least two (2) members of the ACC. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variances, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including, but not limited to, zoning ordinances and set-back lines or requirements imposed by any governmental or municipal authority, nor to obtain a similar variance from other architectural committees having jurisdiction.

Section 9. Developer's Exemption: Developer shall be exempt from the provisions hereof with respect to alterations and additions desired to be effected by Developer and shall not be obligated to obtain Committee approval for any construction or changes in construction which the Developer may elect to make at any time.

Section 10. Attorney's Fees: For all purposes necessary to enforce this Article, the Association shall be entitled to collect reasonable attorney's fees, court costs and other expenses against the Owner of a Lot or Living Unit, whether or not litigation is instituted, and the Board may assess such amounts in the form of a Special Assessment.

Section 11. General Powers of the Association: The Association shall (and the ACC, as appropriate), shall have the absolute power to veto any action taken or contemplated to be taken, and the Association shall have the absolute power to require specific action to be taken, by any Neighborhood Association created or to be created by the Developer in connection with appropriate sections of this Declaration. Without limiting the generality of the foregoing, the Association (and the ACC, as appropriate) may veto any decision of any Neighborhood Association (or architectural control or other committee thereof), and the Association may require specific maintenance or repairs or aesthetic changes to be effected, require that a proposed budget include certain items and that expenditures be made therefor, veto or cancel any contract providing for maintenance, repair or replacement of the property governed by such Neighborhood Association and otherwise require or veto any other action as the Neighborhood Association deems appropriate from time to time.

For this purpose, any proposed action not made in the ordinary day-to-day operations of the Association and not consistent with the approved practices of the Association or the ACC must first be brought to the attention of the Association by written notice and no such action shall be effected until approved by the Association or the Committee, as appropriate, in writing, but if not so approved, such proposed action shall not be affected. Any action required to be taken by the Association in a written notice to a Neighborhood Association shall be taken within the time frame set by the Association in such written notice. If the Neighborhood Association fails to comply with the requirements set forth in such written notice, the Association shall have the right to effect such action on behalf of the Neighborhood Association and shall assess the Lots governed by the Association for their pro-rata share of any expenses incurred by the Association in connection therewith, together with an administrative charge to be determined by the Association under the circumstances (to cover the Association's administrative expenses in connection with the foregoing and to discourage the Association from failing to obey the requirements of the Association). Such assessments may be collected as special assessments hereunder and shall be subject to all lien rights provided herein.

## ARTICLE VII

### INSURANCE

Property and Casualty Insurance on the Common Properties shall be maintained through the Association, in an amount equal to the maximum insurable value thereof. The Developer, in its sole discretion, may, at the time of the creation of a Neighborhood Association, determine that such Neighborhood Association shall obtain Property and Casualty Insurance on all Lots and Living Units governed by such Neighborhood Association; and if the Developer so elects, such insurance shall be purchased by the Neighborhood Association through a master policy covering each Lot and Living Unit within The Properties against loss or damage by fire and other hazards covered by a standard extended coverage policy, and flood insurance, if required by the Institutional First Mortgagee holding the majority of the number of mortgages on Living Units on The Properties governed by the Neighborhood Association. The Board can assess an Owner for the cost of any additional premium incurred by the Association resulting from a special hazard caused by the structure of a Living Unit. In the event of casualty loss involving a Lot or Living Unit on which the Association maintains a master insurance policy, the Association shall be the agent of all the Owners whose Lot or Living Unit was damaged by the casualty loss and shall adjust such loss on their behalf. All damaged property shall be repaired and restored to the original condition using the proceeds of the insurance. In the event that the insurance proceeds are inadequate to cover the costs of such repair and restoration, a Special Assessment shall be assessed against each Owner as provided for in this Declaration. In the event that the insurance proceeds shall be greater than the amount required to repair and restore the damage, the excess shall be deposited with the Association for the operation of the Association and/or maintenance of the Properties. Prior to the end of each policy year, the Association shall cause the insured properties to be reappraised and shall adjust the insurance coverage so that the insured properties are insured for their maximum insurable value.

In the event that the Developer creates one or more Neighborhood Association to maintain a portion of The Properties, the insurance for such portions of The Properties shall be governed by the appropriate provisions of the declarations of condominium or the declarations of covenants and restrictions recorded against such portions of The Properties. The Board, however, in the event that it determines, in its sole judgment, that any of such associations is maintaining inadequate insurance coverage for The Properties maintained by such association, may obtain the appropriate coverage and assess the Owners who are Members of any such association with the pro-rata share of the premium for such insurance coverage.

The Association shall also purchase such other insurance as may be necessary on the Common Properties and for purposes of properly operating the Association. The Association may also purchase liability insurance covering the Association's Directors and Officers.

The premiums for all insurance policies purchased by the Association shall be deemed to be general expenses for the Association and shall be paid by the Members through the Periodic Assessments against each Lot or Living Unit, as provided in this Declaration. The method of allocation of the insurance premiums among the Owners shall be determined by the Board of Directors of the Association.

Each Owner may obtain and shall be responsible for the payment for any additional insurance such Owner desires on his Lot or Living Unit or on any personal property contained within such Living Unit or on such Lot.

## ARTICLE VIII

### GENERAL PROVISIONS

Section 1. Deed Restrictions. In addition to this Declaration, the Declarant may record for parts of the Properties specific deed restrictions applicable thereto either my master instrument or individual recorded instruments. Such deed restrictions may vary as to different parts of the Properties in accordance with the Declarant's development plan and the location, topography and intended use of the land made subject thereto. To the extent that part of the Properties are made subject to such specific deed restrictions, such land shall be subject to both the specific deed restrictions and this Declaration. The Association shall have the duty and power to enforce such deed restrictions if expressly provided for therein, and to exercise any authority granted to it by them. Nothing contained in this Section 1 shall require the Declarant to impose uniform deed restrictions, or to impose deed restrictions of any kind on all or any part of the Properties.

Section 2. Enforcement. The Association, and any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or as may be expressly authorized by deed restrictions as described in Section 1 above. Failure of the Association or any Owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration or such deed restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees (including those on appeal) incurred by the party enforcing them. Declarant shall not be obligated to enforce this Declaration or such deed restrictions and shall not in any way or manner be held liable or responsible for any violation of this Declaration or such deed restrictions by any person other than itself.

- (a) Rules and Regulations: The Board of Directors is specifically granted the power to pass rules and regulations for purposes of enforcing this Declaration
- (b) Enforcement - General: Failure of an Owner to comply with a provision of this Declaration or a provision in the By-Laws, Articles of Incorporation or Rules and Regulations of the Association shall provide the Association with the right to bring legal action in law or in equity, including but not limited to an action for injunctive relief, damages, or a combination thereof. All costs and expenses incurred by the Association in terminating or resolving a violation of this Declaration, inclusive of attorney's fees (whether or not litigation is instituted) shall be the responsibility of the Owner determined by the Association to be in violation. Collection of such attorney's fees may be enforced by any method in this Declaration provided for the collection of a Periodic Assessment, including but not limited to a foreclosure proceeding.
- (c) Special Assessment for Non-Compliance: In addition to all other remedies provided in this Declaration, the Board of Directors, in its sole discretion, may levy a Special Assessment upon an Owner for failure of the Owner, his family, guests, invitees, or employees, to comply with any provisions in this Declaration or the Articles, By-Laws or Rules and Regulations of the Association, provided that the following procedures are followed:

- (1) Notice. The Association shall notify the Owner of the infraction or infractions. Included in the Notice shall be the date and time of the next Board of Directors meeting at which the Owner shall present testimony as to why the Special Assessment should not be imposed.
- (2) Hearing. The non-compliance shall be presented to the Board of Directors at the time and place provided in the Notice, at which meeting a hearing shall be conducted for purposes of obtaining testimony as to the levying of a Special Assessment in the event that it is determined that a violation has in fact occurred. A written decision of the Board of Directors shall be submitted to the Owner not later than twenty-one (21) days after the hearing.
- (3) Amount of Special Assessment. The Board of Directors may impose the following Special Assessments against the Owner of the Lot, Unit or Parcel in the event a violation is found:
  - (i) First Non-Compliance for Violation: A Special Assessment in an amount not in excess of \$100.00.
  - (ii) Second Non-Compliance for Violation: A Special Assessment in an amount not in excess of \$500.00.
  - (iii) Third and Subsequent Non-Compliance Violation or Violations which are of a Continuing Nature: A fine in an amount not in excess of \$1,000.00.
- (4) Due Date of Special Assessment. A Special Assessment as provided in this Article shall be due and owing not later than thirty (30) days after the written decision as provided in Sub-Section 3(iii) above.
- (5) Enforcement of Special Assessment. Any Special Assessment levied in accordance with this Article may be enforced by the Association in the same manner as the enforcement of a Special Assessment provided for in Article VI of this Declaration.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by law, judgment or court order shall in no way effect any other provisions, and such shall remain full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by the vote of eighty percent (80%) of the members of each class of membership present, in person or by proxy, at a meeting called for such purpose. This Declaration may be amended during the first twenty (20) year period or any subsequent ten (10) year period by an instrument signed by the duly authorized officers of the Association provided such amendment has been approved by a two-thirds (2/3) vote of each class of members voting in person or by proxy at a regular or special members meeting. In addition, the Declarant reserves the right and authority, subject to VA and FHA approval, if FHA, HUD or VA approval is sought, for a period of seven (7) years from the date of recording of this Declaration to amend or modify the terms hereof without the consent or approval of any Owners or the Association. Any amendment to be effective must be recorded. Notwithstanding, anything herein to the contrary, so long as the Declarant shall own any Lot, Unit or Parcel, no amendment shall diminish, discontinue or in any way adversely affect the rights of the Declarant under this Declaration.



Section 7. Title to Common Area. The Declarant shall convey title to any Common Area subject to such easements, reservations, limitations, conditions and restrictions as may then be of record.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; TURNOVER

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Living Unit which is subject by covenants of record to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds an interest merely as security for the performance of an obligation shall not be a Member. The foregoing does not include persons or entities who hold a leasehold interest or interest merely as security for performance of an obligation.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

(a) Class "A" : Class "A" Members shall be those Owners as defined in Article I, with the exception of the Declarant. Class "A" Members shall be entitled to one vote for each Lot or Living Unit in which they hold the interest required for membership by Article I, except that if more than one Lot is used for one Living Unit, all restrictions, assessments and voting rights shall apply to such Lots as if they were a single Lot. When more than one person holds such interest or interests in any Lot or Living Unit, all such persons shall be Members, and the vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit. The By-Laws may establish procedures for voting when the title to a Lot or Living Unit is held in the name of a corporation or more than one person or entity.

(b) Class "B" :

(i) Class "B" Members shall be the Declarant. The Class "B" Member shall be entitled to ten (10) votes for each Lot or Living Unit in which it holds the interest required for membership by Article I. The Declarant shall be entitled to fifty-five (55) votes per acre for each unplatted portion of the Properties brought under the terms of this Declaration in accordance with Article II hereof, until the time that a plat for said portion of the properties has been recorded among the public records of Pasco County, Florida. Class "B" membership shall cease and become converted to Class "A" membership on the happening of the earlier of either of the following events:

(1) When the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership; or

(2) At the earlier time that the Declarant, in its sole discretion, voluntarily converts its Class "B" membership to Class "A" membership.

From and after the earlier of the happening of these events, the Class "B" Member shall be deemed to be a Class "A" Member entitled to one (1) vote for each Lot or Living Unit in which it holds the security interest required for membership under Article I.

(ii) Notwithstanding any provision in Paragraph (i) of this Subsection (b) to the contrary, the Declarant shall have the right to elect or appoint the Board of Directors of the Association until the occurrence of either of the following events:

(1) One year after Declarant no longer holds title to any portion of the Development; or

(2) The Declarant relinquishes its rights described in Clause (1) of this Paragraph (ii).

Upon the occurrence of either (1) or (2) in the preceding sentence, the then existing Members shall be obligated to elect the Board and assume control of the Association.

Section 3. Turnover. Prior to ninety (90) days after the happening of events described in Paragraph (i) or (ii) of Section 2, the Association shall conduct a Special Meeting of the Membership, hereinafter called the "Turnover Meeting" for the purpose of electing officers and directors. Provided, however, that so long as the Declarant is the Owner of any one Lot or Living Unit governed by the Association, the Declarant shall be entitled to appoint one Member to the Board of Directors. Provided, further, that for purposes of determining the votes allowed under this Article, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.

Section 4. Additional Membership Categories. The By-Laws may provide for additional membership categories, which categories shall not have any voting privileges. The term "Member" or "Membership" as used in the Land Use Documents shall not apply to any such additional membership categories. The By-Laws shall provide for the rights and obligations of any additional membership categories.

#### ARTICLE V

##### COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Except as hereinafter more fully provided, the Declarant, for each Lot and Living Unit owned by it within the Properties, hereby covenants and each Owner of any Lot or Living Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Periodic assessments or charges; (2) Special Assessments for Capital Improvements and other expenditures that the Association deems appropriate, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Periodic and Special Assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time the assessment fell due.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Properties and, in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the Lots and Living Units situated upon the Properties, including but not limited to the payment of taxes and insurance on the Common Properties, and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Date of Commencement of Periodic Assessments; Due Dates; Assessment Period. The Periodic Assessments provided for herein shall commence as to a Lot or Living Unit on the date (which shall be the first day of the calendar month) following the conveyance of such Lot or Living Unit by the Declarant to a Class A Member (hereinafter called the "Commencement Date") and shall thereafter be due on the first day of every Assessment Period as this term is defined in the By-Laws of the Association.

Section 5. Exception. Anything in this Article VIII to the contrary notwithstanding, if any amendment to this Declaration is required at any time by the VA, FHA or other governmental agency, such amendment shall be effective upon recording of such amendment, as executed by the Declarant, in the Public Records of Pasco County, Florida, without the necessity of the approval or joinder of any other Owners, or the Association. No such amendment may adversely affect the lien or priority of any institutional first mortgagee recorded prior to the amendment, however.

Section 6. VA/FHA Approval. If HUD, FHA or VA approval is sought, as long as there is a Class B membership, the following actions will require prior approval of the VA or FHA: annexation of additional land, the recording of a Supplement pursuant to Article VII, dedication of Common Area, and amendment or termination of this Declaration. Any approval required of VA or FHA need not be recorded among the public records.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has caused this Declaration to be executed by its duly authorized officers and affixed its corporate seal as of this 28<sup>th</sup> day of March, 1989.

Signed, sealed and delivered  
in the presence of:

Patricia L. Carter

Levi A. Hartmann

"Declarant"  
RUTENBERG CONSTRUCTION  
CORPORATION

By: Scott Nicoletti

President

Attest: David Knizner

Secretary

(CORPORATE SEAL)

STATE OF FLORIDA     )  
                              ) ss.  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 28<sup>th</sup>  
day of March, 1989, by Scott Nicoletti and  
David Knizner as \_\_\_\_\_ President and \_\_\_\_\_ Secretary,  
respectively, on behalf of and for RUTENBERG CONSTRUCTION CORPORATION.

Levi A. Hartmann  
Notary Public  
My Commission Expires: 10/10/91  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: FEB. 1993  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

"EXHIBIT A"

LEGAL DESCRIPTION

Commence at the Southwest corner of Section 27, Township 26 South, Range 16 East, Pasco County, Florida; thence S89°31'46"E., 1345.00 feet, along the South boundary of said Section 27 and the South boundary of Nature's Hideaway Phase I-B, as recorded in Plat Book 24, Pages 125, 126, 127, 128 and 129 of the Public Records of Pasco County, Florida, to the Southeast corner of said Nature's Hideaway Phase I-B for the Point of Beginning;

Thence leaving said South boundary, N21°46'07"E., 858.94 feet, along the easterly boundary of said Nature's Hideaway Phase I-B, to a point on the Southerly boundary of Nature's Hideaway Phase I-A, as recorded in Plat Book 24, Pages 47, 48 and 49 of the Public Records of Pasco County, Florida; thence S89°23'15"E., 312.08 feet, along said Southerly boundary; thence continue along said Southerly boundary, N65°36'45"E., 422.07 feet, to the Southeast corner of Lot 83 of said Nature's Hideaway Phase I-A; thence N24°23'15"W., 443.14 feet, along the easterly boundary of Nature's Hideaway Phase I-A, to a point on the North boundary of said Nature's Hideaway Phase I-A; thence N89°23'15"W., 211.38 feet, along said North boundary; thence leaving said North boundary, N00°20'27"E., 141.48 feet; thence S89°31'33"E., 505.74 feet; thence N58°30'00"E., 100.00 feet; thence S31°30'00"E., 161.00 feet; thence along a curve to the right that has a radius of 342.88 feet, an arc length of 95.75 feet, a chord length of 95.44 feet, a chord bearing of S23°30'00"E.; thence S15°30'00"E., 190.71 feet; thence along a curve to the left that has a radius of 814.23 feet, an arc length of 477.01 feet, a chord length of 470.21 feet, a chord bearing of S32°16'58"E.; thence S49°03'57"E., 50.00 feet, to a point on the centerline of a 100.00 foot wide Florida Power Corporation easement, as recorded in Official Records Book 763, Page 1591, Pasco County, Florida; Thence S40°56'03"W., 971.18 feet, to a point on the South boundary of said Section 27; thence N89°31'46"W., 1038.62 feet, along said South boundary to the Point of Beginning. Containing 31.778 acres, more or less.

EXHIBIT B

Common properties:

Walls located on perimeter of Development and  
50 foot easements adjoining said Walls.

Medians.

Entranceway.

EXHIBIT C

Commence at the Southwest corner of said Section 27 for a POINT OF BEGINNING; thence along the West boundary line of the Southwest 1/4 of said Section 27, North 00°36'45" East, a distance of 1,384.38, thence South 89°23'15" East, a distance of 1,950.94 feet; thence North 0°28'27" East, a distance of 1,009.51 feet to the Northwest corner of the East portion of Parcel No. 4 (Parcel PG-2); as described in Official Record Book 1243, pages 763 through 765 of the Public Records of Pasco County, Florida; thence along the North boundary line of the East portion of said Parcel No. 4, South 89°31'33" East, a distance of 706.49 feet; thence North 64°11'12" East, a distance of 946.96 feet; thence South 89°21'01" East, a distance of 472.31 feet to the Northeast corner of the East portion of said Parcel No. 4, said Northeast corner being on the East boundary line of the West 3/4 of said Section 27; thence along the East boundary line of the West 3/4 of said Section 27, South 00°43'27" West, a distance of 163.18 feet to the Northeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 27; thence continue along the East boundary line of the West 3/4 of said Section 27, South 00°43'22" West, a distance of 2,643.61 feet; to the Southeast corner of the West 1/2 of the Southeast 1/4 of said Section 27, the same being the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 34; thence South 00°43'22" West, a distance of 300.00 feet; thence North 89°32'02" West, a distance of 801.73 feet; thence a distance of 610.55 feet along the arc of a curve to the left, said curve having a radius of 2,110.00 feet and a chord of 608.42 feet which bears South 82°10'36" West; thence North 16°06'46" West, a distance of 404.55 feet; thence along the South boundary line of said Section 27; North 89°31'46" West, a distance of 2,449.33 feet to the POINT OF BEGINNING; LESS that portion of the above described property lying within the right-of-way of Seven Springs Boulevard extension as recorded in Official Record Book 1037, pages 1225 through 1227 of the Public Records of Pasco County, Florida; subject to a drainage easement described in Official Record Book 1139, Page 402; also subject to the Florida Power Corporation Transmission Line easement recorded in Official Record Book 763, Pages 1591 through 1596 of the Public Records of Pasco County, Florida.

200007 10 1323 03-29-89 2106  
10:27  
RECORD/INDEX  
01 00 40 1 81.00  
REC MOD TR FUND  
01 00 42 1 10.50  
10 CASH TOTAL 1 91.50



Prepared by and returned to:  
Julius J. Zschau, Esq.  
Baynard, Harrell, Mascara & Ostow, P. A.  
28050 U. S. 19 N., Suite 501  
Clearwater, FL 34621

200007 10 2248 01-10-91 2106  
12:39

RECORD/INDEX 1 25.00  
AMENDMENT TO MASTER DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS FOR REC MOD TR FUND  
NATURE'S HIDEAWAY 01 00 42 1 3.50

THIS AGREEMENT made this 8th day of January, 1991, CASH TOTAL 1 28.50  
by RUTENBERG CONSTRUCTION COMPANY, a Florida corporation,  
hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant heretofore imposed certain covenants, conditions and restrictions upon real property in Pasco County, Florida, by virtue of that certain Master Declaration as recorded in Official Records Book 1794, at pages 0714 through 0733, of the Public Records of Pasco County, Florida (together with any recorded amendments or supplements thereto, hereinafter referred to as "Master Declaration"); and

WHEREAS, Declarant reserved the right in the Master Declaration, pursuant to Article VIII, Section 4, to amend the Master Declaration without the consent or approval of any Owners of the Association; and

WHEREAS, Declarant, desires to amend the Master Declaration;

NOW, THEREFORE, Declarant hereby amends the Master Declaration as follows:

1. Article I, Section 13 is hereby amended to read as follows:

Section 13. "Neighborhood Association" shall mean and refer to any not-for-profit corporation organized for purposes of administering a portion of the Properties which are governed by this Declaration and which has additional or separate functions from the Association.

2. Article IV, Section 2 (b)(11) is hereby amended to read as follows:

(11) Notwithstanding any provision in Paragraph (1) of this Subsection (b) to the contrary, the Declarant shall have the right to elect or appoint the Board of Directors of the Association until the occurrence of either of the following events:

(1) Turnover of the Association in accordance with Section 3 of this Article IV: or

(2) The Declarant relinquishes in writing its rights to elect or appoint the Board of Directors of the Association.

Upon the occurrence of either (1) or (2) in the preceding sentence, the then existing Members shall be obligated to elect the Board and assume control of the Association.

3. Article V, Section 4 is hereby amended to read as follows:

As long as there is Class "B" membership, the Declarant shall not pay any Periodic Assessments or Special Assessments, but Declarant shall pay the difference in costs between the sum of all Periodic Assessments collected from Class "A" Members and the actual cost of operation of the Association. Upon the termination of Class "B" membership, in accordance

with Article IV, Section 2, hereof, Declarant shall begin paying the Periodic Assessment due on any Class "A" Lot or Living Unit which it owns and Declarant's obligation to fund deficits shall immediately and automatically terminate.

The Funding of any deficiency by the Declarant shall not include any reserve for replacements, operating reserves, depreciation reserves or capital expenditures.

The Board, in accordance with the requirements for a change of a Periodic Assessment as provided in this Article V, may change the budget and level of Periodic Assessments at a duly constituted meeting of the Board. For each twelve month period thereafter, commencing on the first day of January (hereinafter called the "Assessment Year"), the Periodic Assessments may be adjusted by vote of the Board as set forth in Section 6 of this Article.

4. Article V of the Master Association is hereby amended by the addition thereto of the following:

Section 13. Collection of Assessment by Neighborhood Associations. The Association may, at the sole discretion of the Board, delegate the collection of Association assessments to any or all of the Neighborhood Associations. The Neighborhood Association(s) shall then, upon such delegation, collect the Association's assessment and promptly pay to the Association such sums as have been collected on its behalf. The Association may, at any time, and from time to time, notify the Neighborhood Association(s) that the Association wishes to collect its own assessments, and the Neighborhood Association(s) so notified shall thereupon cease collecting the Association's assessment and turn over to the Association all bookkeeping records regarding the collection of the Association assessment.

5. Article VI of the Master Declaration is hereby deleted in its entirety.


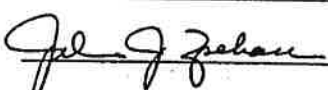
6. Exhibit B of the Master Declaration is hereby deleted in its entirety, and substituted therefore shall be Exhibit B attached hereto and incorporated herein by reference.

7. This Amendment shall be effective immediately upon its recording in Pasco County, Florida.


IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Amendment to be executed by its duly authorized officers and affixed its corporate seal.

Signed, sealed and delivered in the presence of:

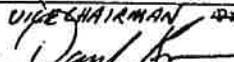
"Declarant"  
RUTENBERG CONSTRUCTION COMPANY

By:

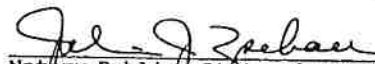
  
VICE CHAIRMAN President

Attest:

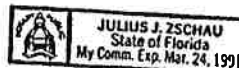
  
Secretary

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on this 8th day of JANUARY, 1991, by Marc Rutenberg, Vice Chairman and David Knizner, Secretary, as President and Secretary respectively, of Rutenberg Construction Company, on behalf of the corporation.

  
Notary Public, State of Florida  
My Commission expires:

O.R. 1976 PG 1934



**EXHIBIT "B"**

**COMMON AREAS**

Tracts D and E and a portion of Tract F as set forth on the plat of NATURE'S HIDEAWAY PHASE II, as recorded in Plat Book 27, at pages 91 through 94, Public Records of Pasco County, Florida.

A portion of Tract F and all of Tracts G, H and I, as set forth on the plat of NATURE'S HIDEAWAY PHASE III, as recorded in Plat Book 27, at pages 137 through 140, Public Records of Pasco County, Florida.

The areas and responsibilities set forth in that certain Perpetual Exclusive Grant of Easement dated November 29, 1990, by and between MGM Builders and Developers, Inc., and Nature's Hideaway Master Association, Inc., a copy of which is attached hereto as Schedule B-1.

Subject to restrictions and easements of record.

O.R. 1976 PG 1935

PERPETUAL EXCLUSIVE GRANT OF EASEMENT

This Grant of Easement entered into this 29 day of November, 1990, by and between MGM BUILDERS AND DEVELOPERS, INC., a Florida corporation, (hereinafter referred to as "Grantor") and NATURE'S HIDEAWAY MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, (hereinafter referred to as "Grantee").

WHEREAS, Grantor is the owner of the real property described as Parcels B, D, and E as set forth on Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, Grantee has requested a perpetual exclusive landscape easement on the real property described as Parcels B, D, and E as set forth on Exhibit "A" and Grantor has agreed to do so upon certain terms and conditions.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee do agree as follows:

1. Grantor hereby grants to Grantee, its successors and assigns, for the use and benefit of Grantee, its successors and assigns, a perpetual, exclusive easement for landscaping and sprinklers and for access thereto for maintenance, on, over and across the real property described as Parcels B, D, and E, as set forth on Exhibit "A" attached hereto. Grantee agrees to maintain the landscaping on said Parcels in its current condition.

2. Grantor hereby reserves for itself, its successors and assigns, an easement for ingress and egress, both vehicular and pedestrian, together with the right to construct a permanent driveway, in accordance with Pasco County standards, across Parcels D and E as set forth on Exhibit "A" attached hereto.

3. Grantor hereby reserves for itself, its successors and assigns, an easement for drainage and utilities over and across Parcels B, D, and E as set forth on Exhibit "A" attached hereto.

4. This instrument shall be binding on the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this  
Grant of Easement as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

J. J. Gallagher  
W. Kissel  
J. J. Gallagher  
W. Kissel

MGM BUILDERS AND DEVELOPERS,  
INC., a Florida corporation

By: Joseph Masri  
Joseph Masri, President

Attest: Steven R. Gordon  
Steven R. Gordon, Secretary

(CORPORATE SEAL)

NATURE'S HIDEAWAY MASTER  
ASSOCIATION, INC.

By: Ralph Zuckerman  
Ralph Zuckerman, President

Attest: David R. Murney  
David R. Murney, Secretary

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF PINELLAS

✓ The foregoing instrument was acknowledged before me this 29  
day of November, 1990, by Joseph Masri and Steven R.  
Gordon as President and Secretary, respectively of MGM BUILDERS AND  
DEVELOPERS, INC., a Florida corporation, on behalf of said  
corporation.

Doris M. Osborne  
Notary Public

My Commission expires: NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. J.A. 20, 1994  
BONDED THRU GENERAL INS. UMO.

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 30  
day of December, 1990, by Ralph Zuckerman and  
David R. Murney as President and Secretary, respectively  
of NATURE'S HIDEAWAY MASTER ASSOCIATION, INC., a Florida not-for-  
profit corporation, on behalf of said corporation.

David R. Murney  
Notary Public

My Commission expires:  
Notary Public, State Of Florida At Large  
My Commission Expires June 21, 1991  
Bonded By SHICO Insurance Company of America

EXHIBIT "A"

DESCRIPTION:

PARCEL B

Commence at the southwest corner of Section 27, Township 26 South, Range 16 East, Pasco County, Florida and go S.89°-31'-46"E., 70.00 feet, along the south boundary of said Section 27, to a point on the east right-of-way line of Seven Springs Boulevard; thence N.00°-36'-45"E., 582.23 feet, along said east right-of-way line; thence S.89°-23'-15"E., 32.00 feet, to the Point of Beginning; thence N.00°-36'-45"E., 80.00 feet; thence N.89°-23'-15"W., 15.00 feet; thence N.00°-36'-45"E., 63.00 feet; thence S.89°-23'-15"E., 27.00 feet; thence N.00°-36'-45"E., 28.00 feet; thence S.89°-23'-15"E., 6.00 feet; thence S.00°-36'-45"W., 171.00 feet; thence N.89°-23'-15"W., 18.00 feet, to the Point of Beginning.

DESCRIPTION:

PARCEL D

Commence at the southwest corner of Section 27, Township 26 South, Range 16 East, Pasco County, Florida and go S.89°-31'-46"E., 70.00 feet, along the south boundary of said Section 27, to a point on the east right-of-way line of Seven Springs Boulevard; thence N.00°-36'-45"E., 883.23 feet, along said east right-of-way line, to the point of intersection of the east right-of-way line of Seven Springs Boulevard and the north right-of-way line of Hideaway Trail; thence S.89°-23'-15"E., 124.00 feet, along said north right-of-way line, to the Point of Beginning; thence N.00°-36'-45"E., 35.00 feet; thence N.89°-23'-15"W., 56.00 feet; thence N.00°-36'-45"E., 15.00 feet; thence S.89°-23'-15"E., 172.00 feet; thence S.00°-36'-45"W., 50.00 feet, to a point on the aforementioned north right-of-way of Hideaway Trail; thence N.89°-23'-15"W., 116.00 feet, along said north right-of-way line to the Point of Beginning.

DESCRIPTION:

PARCEL E

Commence at the southwest corner of Section 27, Township 26 South, Range 16 East, Pasco County, Florida and go S.89°-31'-46"E., 70.00 feet, along the south boundary of said Section 27, to a point on the east right-of-way line of Seven Springs Boulevard; thence N.00°-36'-45"E., 803.23 feet, along said east right-of-way line, to the point of intersection of the east right-of-way line of Seven Springs Boulevard and the south right-of-way line of Hideaway Trail; thence S.89°-23'-15"E., 130.00 feet, along said south right-of-way line, to the Point of Beginning; thence S.89°-23'-15"E., 170.00 feet, along the aforementioned right-of-way line; thence S.00°-36'-45"W., 50.00 feet; thence N.89°-23'-15"W., 230.00 feet; thence N.00°-36'-45"E., 15.00 feet; thence S.89°-23'-15"E., 60.00 feet; thence N.00°-36'-45"E., 35.00 feet, to the Point of Beginning.

JAN 10 5 19 PM '91

7.39895



Prepared by and to be returned to:  
Julius J. Zschau, Esq.  
Baynard, Harrell, Mascara,  
Ostow, Sorota and Zschau  
2900 U.S. 19 N., Suite 501  
Clearwater, FL 34621

R

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RECORD/INDEX  
01 00 40 1 25.00  
01 00 42 1 3.50  
10 CASH TOTAL 1 28.50

SUPPLEMENT TO MASTER DECLARATION OF COVENANTS, TR FUND  
CONDITIONS AND RESTRICTIONS FOR  
NATURE'S HIDEAWAY

THIS AMENDMENT made this 8 day of January, 1991,  
by RUTENBERG CONSTRUCTION COMPANY, a Florida corporation, hereinafter  
referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant heretofore imposed certain covenants, conditions and restrictions upon real property in Pasco County, Florida, by virtue of that certain Master Declaration as recorded in Official Records Book 1794, at pages 0714 through 0733, of the Public Records of Pasco County, Florida, hereinafter referred to as "Master Declaration"; and

WHEREAS, certain other properties known as NATURE'S HIDEAWAY IA and IB have been subjected to certain covenants, conditions and restrictions which have been recorded in O.R. Book 1468, at page 1338, and O.R. Book 1543, at page 1213, all of the Public Records of Pasco County (hereinafter referred to as the "Covenants"), and which Covenants refer to a Master Association for the entire community, the Master Declaration having been prepared to provide the master association referred to in such Covenants;

WHEREAS, Declarant reserved the right in the Master Declaration, pursuant to Article II, Section 2 (a), to add, by amendment thereof, additional lands to the Properties made subject to said Master Declaration; and

WHEREAS, Declarant wishes to amend the Master Declaration by adding the real property described on Exhibit A attached hereto and by reference made a part hereof (which property is also as described in the Joinder(s) of associations attached hereto) to the Properties made subject to the Master Declaration;

NOW, THEREFORE, the Master Declaration is hereby amended as follows:

1. The Master Declaration is hereby amended by the addition of the real property described on Exhibit A hereto and said real property shall be subject to each and every term, condition, covenant and restriction of the Master Declaration as it exists and as it may be and may have been amended from time to time.
2. The Master Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.
3. This Amendment shall be effective immediately upon its recording in Pasco County, Florida.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Amendment to be executed by its duly authorized officers and affixed its corporate seal.

Signed, sealed and delivered  
in the presence of:

*Carol Sullivan*  
*Julius J. Zschau*

RUTENBERG CONSTRUCTION COMPANY

By *[Signature]*

Attest: *[Signature]*

Secretary

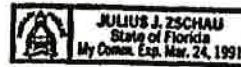
(CORPORATE SEAL)

O.R. 1976 PG 1939

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 8th  
day of January, 1991 by Marc Rutenberg and David Knizner,  
as Vice President and Secretary, respectively, of RUTENBERG  
CONSTRUCTION COMPANY, on behalf of the corporation.

Julius J. Zschau  
Notary Public  
My commission expires:



JAN 10 5 19 PM '91

739896

Commence at the Southwest corner of Section 27, Township 26 South, Range 16 East, Pasco County, Florida; thence S.89°-31'-46"E., 70.00 feet, along the South boundary of said Section 27 to a point on the East right-of-way line of Seven Springs Boulevard extension as recorded in Official Record Book 1037, pages 1225 through 1227 of the Public Records of Pasco County, Florida; thence N.00°-36'-45"E., 800.00 feet, along said East right-of-way line to the Point of Beginning; thence continue N.00°-36'-45"E., 80.00 feet, along said East right-of-way line; thence S.89°-23'-15"E., 300.00 feet; thence N.00°-36'-45"E., 105.72 feet; thence S.89°-23'-15"E., 106.15 feet; thence N.29°-28'-36"E., 455.01 feet; thence S.89°-23'-15"E., 1074.20 feet; thence S.00°-36'-45"W., 150.00 feet; thence S.89°-23'-15"E., 65.00 feet; thence N.00°-36'-45"E., 150.60 feet; thence S.89°-23'-15"E., 327.33 feet; thence S.24°-23'-15"E., 443.14 feet; thence S.65°-36'-45"W., 422.07 feet; thence N.89°-23'-15"W., 312.08 feet; thence N.66°-03'-06"W., 25.23 feet; thence N.89°-23'-15"W., 87.28 feet; thence along a curve to the left that has a radius of 292.74 feet, an arc length of 45.77 feet, a chord length of 45.72 feet, a chord bearing of N.05°-05'-30"E.; thence N.00°-36'-45"E., 54.42 feet; thence N.89°-23'-15"W., 50.00 feet; thence S.00°-36'-45"W., 54.42 feet; thence along a curve to the right that has a radius of 242.24 feet, an arc length of 45.84 feet, a chord length of 45.79 feet, a chord bearing of S.06°-01'-27"W., thence N.89°-23'-15"W., 80.68 feet; thence S.69°-42'-57"W., 28.04 feet; thence N.89°-23'-15"W., 798.08 feet; thence along a curve that has a radius of 213.29 feet, an arc length of 50.83 feet, a chord length of 50.71 feet, a chord bearing of N.23°-10'-21"W., thence N.30°-00'-00"W., 33.26 feet; thence S.60°-00'-00"W., 108.04 feet; thence along a curve to the right that has a radius of 173.76 feet, an arc length of 92.84 feet, a chord length of 91.74 feet, a chord bearing of S.75°-18'-23"W., thence N.89°-23'-15"W., 300.00 feet, to the Point of Beginning. Containing 22.748 acres, more or less.

Which has been platted as Nature's Hideaway Phase 1A, as recorded in Plat Book 24, pages 47 through 49, and Nature's Hideaway Phase 1B, as recorded in Plat Book 24, pages 125 through 129, all of the Public Records of Pasco County, Florida.

MEMO: Corrected of writing,  
typing or pattern and is to be in  
this document when presented for  
recording.

LEGAL DESCRIPTION

DESCRIPTION

Commence of the southwest corner of Section 27 Township 26 South Range 16 East, Polk County, Florida; thence S. 89° 31' 46" E, 370.00 feet along the south boundary of said Section 27, to the Point of Beginning; thence N. 00° 36' 45" E, 799.76 feet, to a point on the southerly boundary of Hebert's Hiteaway Phase I-4, as recorded in Plat. Book 24, Pages 47, 48 and 49 of the Public Records of Polk County, Florida; thence in a northeasterly direction, along said southerly boundary, along a curve to the left that has a radius of 173.16 feet, an arc length of 92.84 feet, a chord length of 91.74 feet, a chord bearing of N. 75° 18' 23" E; thence continue along said southerly boundary, N. 60° 00' 00" E, 108.04 feet, to the northwest corner of lot 59 of said Hebert's Hiteaway Phase I-4; thence along the westerly boundary of said lot 59, S. 90° 00' 00" E, 23.85 feet; thence continue along said westerly boundary along a curve to the right that has a radius of 113.79 feet, an arc length of 50.03 feet, a chord length of 50.11 feet, a chord bearing of S. 23° 10' 27" E, to the southwest corner of said lot 59; thence S. 39° 23' 15" E, 798.03 feet along the south boundary of said Hebert's Hiteaway Phase I-4; thence continue along said south boundary, N. 63° 42' 57" E, 28.04 feet; thence S. 89° 23' 15" E, 80.63 feet, to the southwest corner of lot 71 of said Hebert's Hiteaway Phase I-4; thence along the east boundary of said lot 71, along a curve to the left that has a radius of 141.74 feet, an arc length of 45.86 feet, a chord length of 45.79 feet, a chord bearing of N. 65° 01' 27" E; thence continue along said east boundary, N. 00° 36' 45" E, 54.42 feet, to the northwest corner of said lot 71; thence S. 89° 23' 15" E, 50.00 feet, along the south right-of-way line of Hiteaway Trail as shown on said Hebert's Hiteaway Phase I-4, to the northwest corner of lot 72 of said Hebert's Hiteaway Phase I-4; thence along the west boundary of said lot 72, S. 00° 36' 45" W, 54.42 feet; thence continue along said west boundary along a curve to the right that has a radius of 292.74 feet, an arc length of 45.77 feet, a chord length of 45.72 feet, a chord bearing of S. 05° 05' 30" W, to the southwest corner of said lot 72; thence along the south boundary of said lot 72, S. 89° 23' 15" E, 87.83 feet, to the southwest corner of said lot 72; thence S. 66° 03' 06" E, 25.73 feet, along the southerly boundary of lot 73 of said Hebert's Hiteaway Phase I-4; thence S. 21° 46' 07" W, 658.94 feet, to a point on the south boundary of said Section 27; thence N. 03° 31' 46" W, 975.00 feet, along said south boundary, to the Point of Beginning, Containing, 21.122 acres, more or less.

JOINDER OF ASSOCIATION

NATURE'S HIDEAWAY PHASE IA HOMEOWNERS ASSOCIATION, INC.  
does hereby consent to and join in the execution and recording of the  
Supplement to Declaration of Covenants, Conditions and Restrictions  
to which this Joinder is attached for the purpose of subjecting the  
Property described therein to the terms and provisions of the  
Declaration recorded in O.R. Book 1794, at pages 0714 through 0733,  
and as subsequently amended.

The execution of this Joinder was duly approved by the Board of  
Directors of the Association on April 25, 1990.

IN WITNESS WHEREOF the undersigned officers of said Association  
have executed this Joinder on the 25 day of April,  
19 90.

Signed, sealed and delivered  
in the presence of:

NATURE'S HIDEAWAY PHASE IA  
HOMEOWNERS ASSOCIATION, INC.

Darla J. Lutes

By W. E. Lutes  
President

Nancy M. Helvenston

Attest: E. B. Helvenston  
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF Pasco )

BEFORE ME, the undersigned authority, duly authorized to  
administer oaths and take acknowledgements, personally appeared  
William E. Lutes and Edward B. Helvenston, as President and  
Secretary, respectively, of Nature's Hideaway Phase IA Homeowners  
Association, Inc., to me well known to be the persons described in  
and who executed the foregoing instrument, and they acknowledged  
before me that they executed the same freely and voluntarily for the  
purposes therein expressed, on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this  
25th day of April, 19 90.

Darla M. Helvenston  
Notary Public

My commission expires:

Notary Public, State of Florida at Large  
My Commission Expires October 25, 1991  
Bonded thru Agent's Notary Brokerage

crxx/nat.join1

JOINDER OF ASSOCIATION

NATURE'S HIDEAWAY PHASE IB HOMEOWNERS ASSOCIATION, INC.

does hereby consent to and join in the execution and recording of the Supplement to Declaration of Covenants, Conditions and Restrictions to which this Joinder is attached for the purpose of subjecting the Property described therein to the terms and provisions of the Declaration recorded in O.R. Book 1794, at pages 0714 through 0733, and as subsequently amended.

The execution of this Joinder was duly approved by the Board of Directors of the Association on June 14, 1990.

IN WITNESS WHEREOF the undersigned officers of said Association have executed this Joinder on the 4<sup>th</sup> day of June, 19 90.

Signed, sealed and delivered in the presence of:

Rodell T. Simon

Daniel M. Simon

NATURE'S HIDEAWAY PHASE IB HOMEOWNERS ASSOCIATION, INC.

By Rodell T. Simon  
President

Attest: Daniel M. Simon  
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA }  
COUNTY OF Pasco }

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Kathy Cronin and Edward Zikarick as President and Secretary, respectively, of Nature's Hideaway Phase IB Homeowners Association, Inc., to me well known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed, on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 4<sup>th</sup> day of June, 19 90.

Daniel M. Simon  
Notary Public

My commission expires:

crxx/nat.join2

Notary Public, State of Florida at Large  
My Commission Expires October 25, 1991  
Bonded thru Agent's Notary Brokerage

O.R. 1976 PG 1944



**AMENDMENT TO MASTER DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF NATURE'S HIDEAWAY**

The Officers of the Master Association Board of Directors hereby certify that at a meeting of the Members of Nature's Hideaway held on the 13th day of December, 2004 wherein a quorum was met and in accordance with the Bylaws and Covenants of the Association, the following Amendment to the Declaration of Covenants and Restrictions for Nature's Hideaway was approved by two third's vote of the members of Nature's Hideaway.

ARTICLE VI, entitled RESTRICTIONS, SECTION 1. Lot Maintenance/Upkeep, paragraphs (a through c) is hereby added, replacing the old Article VI which was deleted in its entirety by amendment made January 8, 1991. The new Article VI to the Master Declaration of Covenants and Restrictions shall read as follows:

**ARTICLE VI  
RESTRICTIONS**

**SECTION 1. Lot Maintenance/Upkeep**

- (a) Each lot with a house thereon whether occupied or unoccupied, or vacant lot, shall regularly cut, edge and maintain all grass, bushes/hedges, plants and trees in a trimmed, neat and healthy condition. Resident or owner of lot shall fertilize and treat for pests and weeds on an as needed basis to keep grass in good appearance and condition. All lots shall be maintained and kept free from refuse, debris, unsightly growth, unpleasant odors, unsightly storage of items outside of the home and be kept free from all fire hazards.
- (b) Exteriors of homes shall be maintained in a neat and clean condition by making all necessary repairs to keep the home, and its structures, roofs, fences, sidewalks and driveways in good condition and appearance which includes the repair of wood rot or outside damage to the exterior of the home if the situation arises. Exterior of homes, porches, trim, front door and/or storage sheds shall be kept in good repair and painted as needed to prevent chipping, bare or weathered looking wood and wood rot as well as to treat for mildew, termites and other pests when necessary to keep the home and its lot in a clean, neat and attractive condition.
- (c) Holiday decorations shall be removed from the exterior of the home within thirty (30) days after the holiday.

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02/14/05 Dpty Clerk  
JED PITTMAN, PASCO COUNTY CLERK  
02/14/05 11:29am 1 of 2  
OR BK 6228 PG 1979

IN WITNESS WHEREOF, we have hereunto affixed our hands and the seal of said corporation, this 14<sup>th</sup> day of February, in New Port Richey, Pasco County, Florida.



STATE OF FLORIDA  
COUNTY OF PASCO

NATURE'S HIDEAWAY MASTER  
ASSOCIATION

Pauline Nigels  
President, Pauline Nigels

Tamara Osipov  
Secretary, Tamara Osipov

Before me personally appeared Pauline Nigels as President of Nature's Hideaway Master Association and Tamara Osipov as Secretary and being duly sworn, under oath, severally acknowledged, executing the same under the authority vested in them by said corporation and that the Seal affixed thereto is the true corporate seal of said corporation.

Witness my hand and official seal in the county and state last aforesaid, this 14<sup>th</sup> day of

February 2005

Linda Strumski  
NOTARY PUBLIC  
STATE OF FLORIDA  
MY COMMISSION EXPIRES:

Tamara Osipov - personally known  
Pauline Nigels - Fla. Drivers License



Linda Strumski  
MY COMMISSION # DD118145 EXPIRES  
June 5, 2006  
BONDED THRU TROY FAIR INSURANCE, INC.



Linda Strumski  
MY COMMISSION # DD118145 EXPIRES  
June 5, 2006  
BONDED THRU TROY FAIR INSURANCE, INC.

NATURES HIDEAWAY MASTER ASSOCIATION  
1324 Seven Springs Blvd.  
MB 120  
New Port Richey, FL 34655

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