

REC 113.00  
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TOT 113.00

This instrument was prepared by  
and should be returned to:  
Peter D. Graham, of  
Mensch, Zacur & Graham, P.A.  
Post Office Box 14409  
St. Petersburg, Florida 33733

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DECLARATION OF RESTRICTIONS,  
LIMITATIONS, CONDITIONS AND AGREEMENTS  
OF  
NATURE'S HIDEAWAY PHASE IA

Declaration covering NATURE'S HIDEAWAY PHASE IA, a sub-division of Pasco County, Florida, according to the plat thereof as recorded in Plat Book 24, Page 47 et seq., Public Records of Pasco County, Florida.

WHEREAS, MGM BUILDERS & DEVELOPERS, INC., a Florida corporation, hereinafter called "Developer" is the owner in fee simple of certain real property located in Pasco County, Florida, known by official plat designation as: NATURE'S HIDEAWAY PHASE IA, subdivision of Pasco County, Florida, according to the plat thereof recorded in Plat Book 24, Page 47 et seq., Public Records of Pasco County, Florida.

NOW THEREFORE, for the purposes of protecting the value, attractiveness and desirability of the lots and improvements thereon constituting such subdivision, Developer hereby declares that all of the real property described above and each part thereof shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding upon all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof as provided hereinafter.

ARTICLE I

DEFINITIONS

SECTION 1. "Developer" shall mean and refer to MGM BUILDERS & DEVELOPERS, INC., a Florida corporation, its successors and assigns.

SECTION 2. "NATURE'S HIDEAWAY PHASE IA" shall mean and refer to the subdivision described in Plat Book 24, Page 47, et seq., Public Records of Pasco County, Florida, and heretofore shall sometimes refer to as "subdivision".

SECTION 3. "Lot" shall mean and refer to any numbered lot as reflected on the plat of the subdivision as described herein intended or designated for the construction thereon of one single family residential unit.

SECTION 4. "Owner" shall mean and refer to the record owner, whether one or more persons, corporations or other legal entities, of the fee simple title to any lot which is a part of the subdivision.

SECTION 5. "Easements" shall mean that portion of the Lot or Lots which has heretofore or which may hereafter be set aside by the Developer for the limited or common use by the Developer, Owners, their invitees, guests and successors for ingress, egress, utilities, sprinkler system, sewer, water, lighting, drainage, seawall maintenance, navigation, ponds, lakes, signs, and for all other purposes indicated on the plat of subdivision and as contained within this Declaration.

SECTION 6. "Association" shall mean and refer to NATURES HIDEAWAY PHASE IA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, which corporation has been formed for the primary purpose of enforcing the covenants contained herein and whose membership shall be comprised of all Owners of property in NATURE'S HIDEAWAY PHASE IA. Said Association shall be bound by said By-Laws.

SECTION 7. "Common Area" shall mean and refer to the property located in NATURE'S HIDEAWAY PHASE IA, which has heretofore or which may hereafter be set aside by Developer to deed to NATURE'S HIDEAWAY PHASE IA HOMEOWNERS ASSOCIATION, INC., or to the Owners as tenants in common for the common use and enjoyment of all property Owners in NATURE'S HIDEAWAY PHASE IA. Said Common Area shall contain, if said property shall be available, recreational areas, drainage areas, detention and retention ponds, landscape buffers and preservation easements and open space/passive recreation and recreation/jogging, and may also contain swimming pool, bikeway, right-of-ways, easements, licenses and other related facilities as Developer shall deem in Developers discretion appropriate. It shall be maintained by the Association as provided for hereinafter. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described on Exhibit "A" attached hereto and made a part hereof.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

The real property which is owned by Developer and shall henceforth be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Pasco County, Florida and is legally described as follows:

See Exhibit "B" attached hereto and made a part hereof.

Said property is sometimes hereinafter referred to as "this subdivision".

## ARTICLE III

### PROPERTY RIGHTS

#### SECTION 1. Easements.

1. Utilities/Additional Easements. Easements for ingress and egress and for the installation and maintenance of utilities, drainage facilities, retention ponds, drainage swales, buffers and buffer screens, driveway cuts and open space/passive recreation and recreation/jogging are shown or may be shown on the recorded subdivision plat and if not shown will be disclosed at such times as said Developer shall deem in its discretion appropriate. There is also a blanket easement for a master water sprinkler system and television antenna system, if any, which blanket easement is not disclosed at this time in a subdivision plat but will be disclosed at such times as said Developer shall deem in its discretion appropriate. Within these Easements no structure, shrubbery, trees, bushes or other material may be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities, sprinkler system or television antenna system or which may damage, interfere with or change the direction of flow of drainage facilities and right-of-way, and such Easements, reservations and right-of-way shall be continuously maintained by the Owner of such Lot, except for improvements or maintenance, which a public authority or utility company is responsible.

O.R. 1468 PG 1339

2. Residential Unit; Structure. No residential unit or other structure of any kind shall be built, erected or

maintained on any such Easement, reservation or right-of-way, and such Easements, reservations and right-of-way shall at all times be open and accessible to the public and quasi-public utility corporations, their employees and contractors and shall also be open and accessible to the Developer, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under and above such locations to carry out any of the purposes for which such Easements, reservations and rights of entry are reserved.

SECTION 2. Canal Set-Back Requirement. No structure, wall, fence or screened enclosure may be erected or placed within the area from the canal ten (10) feet landward, and all forms of landscaping in those areas must receive the prior written approval of the Board of Directors.

#### ARTICLE IV

##### MEMBERSHIP IN ASSOCIATION: VOTING RIGHTS

SECTION 1. Membership. The Developer and/or persons hereinafter owning Lots in the subdivision, whose interests are evidenced by the recordation of proper instruments among the Public Records of Pasco County, Florida, shall automatically be members of the Association. Membership shall automatically terminate when such persons divest themselves of their respective interests in said Lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to assessment by Association.

SECTION 2. Voting. The vote required for the passage of any particular issue, which shall be the proper subject of a vote by the members of the Association, shall be that number as set forth in the Articles of Incorporation and By-laws of NATURE'S HIDEAWAY PHASE IA HOMEOWNERS ASSOCIATION, INC., as the same may be amended from time to time.

SECTION 3. Board of Directors of the Association. The Directors of the Association shall be elected as provided in the By-laws of the Association.

SECTION 4. In order to establish, protect and preserve the quality of this subdivision no Lot shall be sold, conveyed, leased, rented, given or in any other manner transferred to anyone unless and until all violations of the restrictions, limitations, conditions and agreements stated forth herein have been cured by the Owner. Any deed, lease or other conveyance of any interest in said property directly or indirectly (other than by will or judicial proceedings) in violation of this covenant shall be voidable by the Association or Developer.

#### ARTICLE V

##### COVENANTS FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of Lien and Personal Obligation For Assessments. The developer for each Lot owned within the subdivision hereby covenants and each Owner of one or more Lots by acceptance of a deed therefor, whether or not it shall be so expressly stated in such deed or deeds, unconditionally covenants and agrees to pay to the Association:

- (a) annual assessments or charges; and

(b) special assessments for capital improvements, whether payable monthly, quarterly, or annually. Each of the aforementioned assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person or entity who was the Owner of record of the property described in the assessment on the date when the assessment became due and payable. The personal obligation for delinquent assessments shall not pass to the successors in title of the record Owner on the date when the assessment became due and payable unless expressly assumed by the record Owner's transferee.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to:

(a) promote the recreation, health, safety and welfare of the members of the Association who own property and/or reside in the subdivision;

(b) provide for the improvement and maintenance of the Easement areas;

(c) pay for the cost of the annual master lawn and garden maintenance contract;

(d) pay for the cost of the enforcement of the restrictions, limitations, conditions and agreements stated forth herein;

(e) pay for the cost of the maintenance, operation, repair and replacement of the master water sprinkler system, light system and television antenna system, if any is constructed;

(f) pay for the monthly electrical, television and water charges or any other charges resulting from services provided by the Developer or the Association;

(g) pay for the cost of the maintenance, operation, repair and replacement of the swimming pool and related facilities; and

(h) create a reserve account, if the Board of Directors resolve to establish such an account, for capital expenditures, deferred maintenance of Easement and Common Areas and other purposes as decided by the Board of Directors.

The Board of Directors is hereby empowered to prepare and submit to the Association an annual budget for its approval, and based thereon to determine the amount of the annual assessment from year to year.

The Association may acquire and pay for out of the annual budget certain items of service which may include, but may not be limited to, the following:

(a) master lawn and shrubbery maintenance contract;

(b) maintenance and operation of master water sprinkler system, lighting and television antenna system, if any;

(c) patrolling of the subdivision by security guards;

(d) water and electricity charges relating to master water sprinkler system and master television antenna systems, if any.

(e) electricity and bulbs to maintain street lights for the subdivision or assessments made by the Taxing Authority under any Lighting District established by the Developer or Association or owned by the members of the Association;

(f) paving and cleaning of the ingress and egress Easement shown on the plat of the subdivision;

(g) roadway, sideway maintenance and repair and replacement;

(h) any and all legal fees, audit fees and miscellaneous management fees that are necessary and proper in the opinion of the Board of Directors and any and all materials, supplies, labor, services, maintenance, insurance, taxes or assessments which the Association is required to pay or to secure pursuant to the terms of the Declaration or the By-laws, or which is necessary or proper in the opinion of the Board of Directors of the Association for the benefit of the Owners or for the enforcement of these restrictions;

(i) maintenance, operation, repair and replacement of the swimming pool and related facilities, if any; and

(j) cost of any other services contracted for by the Association or Developer on behalf of the Owners.

The reserve account, if any, may be used to supplement the annual assessment or special assessment for capital improvements if in the opinion of the Board of Directors said assessments are not sufficient to pay for all services and capital improvements which benefit the members of the Association.

**SECTION 3. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association through its Board of Directors may levy in any "assessment year", which shall be the same as the Association's fiscal year, a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repaving, repair or replacement of streets, sidewalks, walkways or other improvements within the Easement areas provided that any such assessment shall have the assent of fifty-one percent (51%) of the votes of all of the Lot Owners who are voting in person or by proxy at a special meeting duly called for this purpose.

**SECTION 4. Rate of Assessment.** In regard to the obligation of the Association to maintain the premises as provided in Article V herein, the Association shall have the right and power to:

(a) contract with a maintenance company to carry out the maintenance obligations as set forth in Article V hereinabove;

(b) assess each member a pro-rata share of the total obligation of the Association which is secured by the member's personal obligation as evidenced by the individual member's acceptance of the deed for his individual Lot.

**SECTION 5. Uniformity.** Both annual and special assessments must be fixed at a uniform rate for all Lots.

1. **Annual Assessment.** The basis for determining the annual assessment will be the estimated cost of each item of service provided for the benefit of the Association as reflected upon the Association's books in accordance with the services to be provided to the Owners as set forth hereinabove in Article V,

Section 2, taking into account the annual amount of the reserve account, if any, which will be used to supplement the annual budget.

A. Payment. Each Owner shall be assessed and shall pay a pro-rata share of the total amount of the assessment necessary to maintain the annual budget which will provide the funds necessary for the services as set forth hereinabove in Section 2. Each Owner shall owe his pro rata share of the annual assessment on the first day of the assessment year.

B. Costs. Costs shall include those items of services set forth in Section 2 of Article V.

2. Special Assessments. The basis for determining the special assessment shall be the actual cost of each item of construction, reconstruction, repaving, repair or replacement of a capital improvement within the Easement areas and Common Area. Each Owner shall be assessed and shall pay a pro-rata share of the total amount of the assessment necessary for capital improvements as set forth hereinabove in Section 3, the schedule for payment of which shall be set forth according to an annual budget to be maintained as provided for hereinafter.

SECTION 6. Annual Assessments; Due Dates. The Board of Directors shall fix the amounts of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, and written notice of the annual assessment shall be sent to every Owner subject thereto. Payment dates shall be established by the Board of Directors and may be collected on a monthly, quarterly, or other periodic basis. The Association shall upon demand and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. The Association may delegate to and contract for collection of the assessments of the Association.

SECTION 7. Subordination of the Lien of Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage securing an indebtedness owed by the Developer or Owner. An institutional first mortgage referred to herein shall be a mortgage upon a single Lot granted to and owned by a bank, savings and loan association or insurance company. Should any institution secured by such a first mortgage acquire title by conveyance in lieu of foreclosure, then so long thereafter as such institutional mortgagee shall hold title to said Lot, the first mortgagee shall pay its pro-rata share of the annual and special assessments as provided for herein. The sale or transfer of any Lot pursuant or subsequent to a foreclosure or proceeding in lieu thereof shall extinguish the personal obligation of the Owner who was the Owner of record prior to said foreclosure or proceeding in lieu thereof.

SECTION 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal contract rate per annum allowed by Florida Law, together with all costs of collection including, but not limited to, reasonable attorney's fees incurred at the trial and appellate levels. The Association or Developer may at its election bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot. This lien shall be superior to any homestead right of the Owner and the Owner expressly waives any right of homestead under Florida Law and the Florida Constitution so that either the Developer or the Association can enforce its lien right through a foreclosure proceeding.

SECTION 9. Budget. The Association shall assess its members annually a pro-rata share of a sum sufficient to maintain the annual budget adopted from year to year by the Association through its Board of Directors, and each and every assessment shall be payable to the Association in accordance with and subject to the terms, covenants and conditions of the Declaration, the Articles and the By-laws of the Association and Section 5(a)(1) herein. Each Owner's pro-rata share of the first budget of the Association and/or any special assessment levied by the Association shall be no greater than One Hundred Eighty Dollars (\$180.00) per annum, and the Developer shall guarantee payment of actual costs in excess thereof to the Association during said initial Twenty-Four (24) month period.

ARTICLE VI

MAINTENANCE

SECTION 1. Maintenance and Repair by Association. In the event that any Owner shall fail or refuse to maintain his Lot or improvements situate on said Lot in full compliance with these restrictions, the Association shall have the right to take remedial action to correct any such deficiencies. Such right shall include the right of reasonable access to the premises, and such entry by the Association and its duly authorized agents shall not be deemed to be a trespass. The expense of any such repairs or maintenance shall be chargeable to and paid by said Owner to the Association within thirty (30) days after submission of a bill therefor. In the event it is necessary for the Association to obtain a court order from a court of competent jurisdiction to allow the Association to make said repairs or to force the Owner to make said repairs, then in that event the Owner shall pay all court costs, including reasonable attorney's fees incurred at the trial and appellate levels. The expenses of any such repairs or maintenance, court costs and attorney's fees shall bear interest at the maximum legal rate allowed by Florida Law commencing from the date of said expenditure, and the expense of any such repairs or maintenance, together with court costs, attorney's fees and interest, shall become part of the lien rights of the Association as hereinafter described.

SECTION 2. Lien Rights of Association. In the event of Owner's failure or refusal to pay such expense, the Association or Developer shall have the right to file a lien against the property. Said lien shall be filed in the Public Records of Pasco County, Florida, and a copy thereof mailed to such Owner at his last known mailing address. If such lien is not paid within ten (10) days after the filing thereof, the Association shall have the right to foreclose the same in the same manner as a mortgage or mechanics lien foreclosure or in such other manner as may be permitted by law. In addition to recovery of such expenses, the Association shall be entitled to recover from the Owner of said Property all costs, including reasonable attorney's fees, incurred in connection with the preparation and bringing of such foreclosure proceedings, and all such costs and fees shall be secured by said lien.

ARTICLE VII

ARCHITECTURAL CONTROL

Necessity of Architectural Review and Approval. No additional improvement or structure of any kind, including, without limitation, any building, fence, wall, screen enclosure, water or sewer line, drain, mailbox, solar energy device, decorative building, landscaping, landscape device or object, or other

ARC -  
NEED  
Application

improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to and approved in writing by the Board of Directors. All plans and specifications and designs shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography. Furthermore, refusal of approval of design, plans and specifications by the Board of Directors may be based upon any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Board of Directors shall seem sufficient,

*roof & paint*  
} REF  
} SOLE  
} OF BOV

ARTICLE VIII

RESTRICTIONS

SECTION 1. Residential Use. The property subject to these covenants and restrictions may be used for residential living units and for no other purpose. Notwithstanding the foregoing, Developer shall have the right from time to time to permit the construction of model homes in this subdivision and also to erect and maintain temporary sales and construction offices and to store supplies and construction materials in this subdivision.

SECTION 2. No Trailers or Temporary Buildings. No tents, trailers, shacks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the written consent of the Board of Directors. However, the Developer shall have the right to maintain a temporary sales office and construction trailers so long as any houses remain unsold.

*Heavy commercial Trucks*

SECTION 3. Boats, campers, recreational vehicles, trucks and vans shall be allowed provided they are not over twenty feet (20') long and are parked in the driveway. (In no case will blocking of sidewalks be permitted.) No parking of any vehicle or boat will be allowed on the grass. No semi-tractor trailers or cabs or heavy commercial trucks will be allowed. No maintenance or repairs may be performed upon any boat or motor vehicle on any Lot, except for minor emergency repairs or where such repairs are made within the garage where such vehicle is totally screened from public view. However, the Developer shall have the right to park construction vehicles and equipment so long as any lots remain unsold by the Developer (on any Lot) The garage doors must remain in a closed position except when in operation.

*CAN NOT BLOCK SIDEWALKS*

*NO PARK ON GRASS*

*NO MAINTENANCE OF VEHICLES*

SECTION 4. Artificial Vegetation and Additional Paving. No artificial grass, plants, stones, or additional paving or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Board.

*ARC 1 REQUI*

SECTION 5. Nuisances. Nothing shall be done or permitted to be done or maintained, or failed to be done, on any Lot which may be or become an annoyance or nuisance to the neighborhood, including, without limitation, the following:

1. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or on the Common Area. However, dogs, cats and other customarily kept house pets may be kept on Lots subject to such rules and regulations as may be adopted by the Board of Directors so long as they are not kept, bred or maintained for commercial or business purposes. All animals shall be kept within the property boundaries of each Lot and on a leash when out of said boundaries. The Owner shall be responsible for removal of any waste material

*HOUSE PETS - OK ON LEASH OUTSIDE OF PROPERTY BOUNDARIES*



deposited by an animal inside or outside the property boundary of each Lot.

2. Trades. No manufacturing, trade, business, commerce, industry, profession or any other occupation whatsoever shall be conducted or carried on or upon any Lot or any part thereof or in any building or other structure erected thereon, except for the business of the Developer while the Developer still owns any Lot in the subdivision. Furthermore, no hobby, game or sport shall be engaged in by the owner, his invitees or guests which shall result in loud, obnoxious or offensive noises.

SECTION 6. Obnoxious or Offensive Activities. No obnoxious or offensive activities or nuisances shall be carried on, in or about any Lot or Common Area.

\* SECTION 7. Boarding up Residential Unit. Houses may be boarded up only during the time of imminent threat of storm, but in no event shall remain boarded up for periods beyond the threat of storm.

\* SECTION 8. Resolution of Disputes. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of the Association, which shall render a decision in writing, and such decision shall be dispositive of such dispute or question.

\* SECTION 9. Signs. No sign of any kind shall be displayed to the public view on any Lot except by the Developer during the course of construction of improvements and while any completed residential unit is for sale or being used as a model home by the Developer.

SECTION 10. Underground Wiring. No lines or wires for communication or the transmission of electricity shall be constructed, placed or permitted to be placed upon any Lot unless contained in conduits or placed and maintained underground.

\* SECTION 11. Sidewalks, Walkways and Driveways. Owner shall maintain, replace and repair the sidewalks, walkways and driveways installed by the Developer. Said construction must be in conformity with the original installation of the sidewalks using materials of similar quality. The owner shall not (paint) color, dye or deface the surface of the sidewalks and driveways in any manner whatsoever.

SECTION 12. Enclosures. No owner shall place screens, jalousies or other enclosures on balconies or other parts of a Lot without prior written approval of the Board.

✓ SECTION 13. Air-conditioning - Fans. No window air-conditioning units or window fans shall be installed in any residential unit without the approval of the Board. In no case will roof turbine vents be permitted.

SECTION 14. Outside Appearance. No rugs or mats shall be shaken or hung from or on any of the windows, doors, deck railings or balconies. Temporary clothes lines will be permitted if not visible from the street and if they are taken down after each use. Retractable cable clothes lines are the only type permitted.

SECTION 15. Leases. To preserve the neighborhood character of the subdivision, no Owner may lease his Lot for less than a thirty (30) day period. The tenant will be bound by the rules and regulations of the Association, and it will be the responsibility of the Owner to provide the tenant with a copy of these restrictions and all other rules and regulations pro-

*NO SIGNS*  
*LINES & WIRES - ALL UNDERGROUND*  
*NO Paint or Color allowed on sidewalks or Driveways*  
*ARC APP Required*  
*ACF*

mulgated by the Association. The Owner shall be responsible for the conduct and actions of his tenant.

SECTION 16. Damages. Owners of respective Lots shall be directly financially responsible to the Developer or to the abutting Lot Owners or Association for damage to the utilities, sewer, water and drainage systems installed by the Developer resulting from the actions of said Owners or independent contractors furnishing labor or materials to or for said Owners. In the event the Developer or the abutting Owner or Association must repair or replace any utilities, including sewer, water, drainage system, electrical, telephone lines, sod, sidewalks, paving, shrubbery, trees, fences or other improvements as a result of the actions of any Owner or independent contractor furnishing labor or materials to and for said Owner, then in that event, said Owner shall pay for the cost of said repair or replacement of said damaged property within ten (10) days from the date of demand by the Developer or abutting Owner who has been damaged or the Association, and the cost of said repair or replacement, including labor and materials shall bear interest at the maximum legal rate allowed by law in the State of Florida from the date of the expenditure for said replacement or repair. In the event the Association advances funds on behalf of said Owner for repair and replacement of said damaged property, said amount, together with interest, court costs and attorney's fees, shall be included in the lien right of the Association under Article V, Section 1 herein.

SECTION 17. T.V. ANTENNAS/HAM RADIO ANTENNAS/SATELLITE DISHES. No Ham Radio Antennas will be permitted. Satellite dishes will be permitted only if located in the rear yard and enclosed within a six (6) foot wood fence and not visible above the top of the fence. T.V. antennas will be permitted but must be attached to the garage side of the home and may not be more than five (5) foot above the ridge line of the garage side roof.

SECTION 18. USE OF WATERWAY. Only canoes, rowboats, sailboats or electric driven motor are allowed on the waterways.

#### ARTICLE IX

##### UTILITY AND DRAINAGE EASEMENTS

Developer hereby reserves for itself, its successors and assigns for the Association the Easements as described on the subdivision plat, together with additional Easements not shown on the subdivision plat, which Easements shall be a blanket easement for the sprinkler system, if any, television antenna system, if any, and for a drainage system, if any, and any additional items which the Developer may construct at Developer's discretion.

#### ARTICLE X

##### RESUBDIVIDING

No Lot or contiguous group of Lots shall ever be resubdivided or replatted in any manner which would bring about a greater number of Lots than that shown on the plat of this subdivision for the same area.

#### ARTICLE XI

##### LOT LINE ADJUSTMENT

In the event any encroachment exists as a result of deviations in the plans and specifications during construction,

the Developer retains the right to amend the subdivision plat by making Lot-line adjustments to remove said encroachments which amendment may be done without the written joinder of any of the Owners.

#### ARTICLE XII

##### MODIFICATION AND AMENDMENT

Developer hereby reserves the right to enter into agreements with the grantees of any Lot without the consent of the grantees of other Lots to modify these conditions, restrictions, limitations and agreements herein set forth which refer to set-back lines, square footage content, areas of improvement, Easements, underground wiring, building plans, signs, maintenance of parkways, screening of equipment, and any such deviation or variance shall be evidenced by an agreement in writing. Such variance shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining Lots in this subdivision, and the same shall remain fully enforceable as to all other Lots located in this subdivision by the Developer, its successors or assigns and the grantees of other Lots, except as against the Lot where such deviation is permitted. The Developer reserves the right to add additional restrictions in the conveyance of title to any Lot or Lots in this subdivision.

#### ARTICLE XIII

##### ASSIGNMENT BY DEVELOPER

Developer may assign any and all of its rights, title, interest, powers, duties, obligations and privileges reserved hereunder to NATURE'S HIDEAWAY PHASE IA HOMEOWNERS ASSOCIATION, INC., or to any other corporation, association or person.

#### ARTICLE XIV

##### MASTER ASSOCIATION AND MASTER ASSOCIATION RESTRICTIONS

SECTION 1. Membership. Each Owner of a Lot automatically becomes member of NATURE'S HIDEAWAY MASTER ASSOCIATION, INC. ("Master Association"), which is the Master Association governing all residents of the NATURE'S HIDEAWAY PHASE IA. Such membership is in addition to the Owner's automatic membership in the Association, as provided in this Declaration. As a member of the Master Association, each Owner shall be subject to its Articles of Incorporation, By-laws and rules and regulations in effect from time to time.

SECTION 2. Restrictions. In addition to this Declaration, each Lot is subject to the terms and conditions of the Master Declaration of Covenants, Conditions and Restrictions for NATURE'S HIDEAWAY, as recorded in the Public Records of Pasco County, Florida. Pursuant to said Restrictions, assessments are due and charges are levied by the Master Association, payment of which is secured by a lien on each Owner's Lot. By acceptance of a deed or otherwise acquiring title to a Lot, the Owner thereof agrees to abide by the provisions of the beforementioned Restrictions, and to uphold his responsibilities and obligations as a member of the Master Association, including the payment of such assessments, dues and charges.

ARTICLE XV

GENERAL PROVISIONS

SECTION 1. Duration. The covenants and restrictions of this Declaration shall run with the title to the Property and shall inure to the benefit of and be enforceable in accordance with its terms by the Developer, the Association or the Owner of any property subject to this Declaration, and their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date hereof, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots in this subdivision shall have been recorded agreeing to change or terminate said covenants and restrictions in whole or in part; provided, however, so long as the Developer owns any Lot in the subdivision there shall be no amendments without the Developer's joinder and consent.

SECTION 2. Notice. Any notice required to be sent to any member or Owner under the terms and provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

SECTION 3. Remedies for Violation. The violation or breach of any condition, covenant or restriction herein contained shall give the Developer, the Association or any Owner, in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the Owner of the property alleged to be in violation, provided such proceeding results in finding that such Owner was in violation of said covenants or restrictions. Such expenses of litigation shall include reasonable attorney's fees incurred by Developer or the Association in seeking such enforcement at the trial and appellate levels.

SECTION 4. Severability. Invalidation of any one of these covenants and restrictions by Stipulation, Agreement, Judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 5. Amendment. This Declaration may be amended at any time and from time to time upon the execution and recording of an instrument executed by Owners holding not less than seventy-five (75%) of the voting interest of the membership; provided, however, that so long as Developer is the Owner of any Lot or property affected by this Declaration, no amendment will be effective without Developer's express written joinder and consent.

SECTION 6. Usage. Whenever used herein the singular shall include the plural and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Developer has caused these pre-

*17 exchange deeds*

sence to be executed by its undersigned duly authorized officers,  
the day and year first above written.

ATTEST:

MGM BUILDERS AND DEVELOPERS, INC.

SRG  
Steven R. Gordon, Secretary

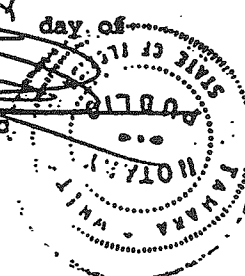
By: Joseph Masri  
Joseph Masri, President

STATE OF FLORIDA )  
                          )ss.  
COUNTY OF PINELLAS )

BEFORE ME, the undersigned authority, personally  
appeared JOSEPH MASRI, the President of MGM BUILDERS AND  
DEVELOPERS, INC., to me well known and known to me to be the per-  
son described in and who executed the foregoing Declaration of  
Restrictions, Limitations, Conditions and Agreements and he  
acknowledged to and before me that he executed same for the pur-  
poses therein expressed.

WITNESS my hand and official seal this 8th day of  
August, 1985.

~~Notary Public~~



My Commission Expires:

Notary Public, State Of Florida At Large  
My Commission Expires Sept. 23, 1988

Tract "A" and Tract "B" of NATURE'S HIDEAWAY PHASE IA,  
as recorded in Plat Book \_\_\_\_\_, pages \_\_\_\_\_ through  
\_\_\_\_\_ of the Public Records of Pasco County, Florida.

O.R. 1468 PG 1351

EXHIBIT "A"

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.

EXHIBIT "B"

O.R. 1468 PG 1352