

Prepared by and return to:
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Bush Ross, P.A.
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Tampa, FL 33601-3913

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CERTIFICATE OF RECORDING AND APPROVING THE
RESTATED AND CONSOLIDATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
FAIRWAY SPRINGS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Fairway Springs was originally recorded in Official Records Book 1307, Page 982 of the Public Records of Pasco County, Florida (the "Declaration"); and

WHEREAS, Article XI, Section 11.06 of the Declaration, as amended, provides that the Declaration may be amended by the affirmative vote of more than fifty percent (50%) of the Owners voting in person or by proxy at a duly called meeting where a quorum is represented; and

WHEREAS, the Amended Declaration of Restrictions for Fairway Springs was originally recorded in Official Records Book 1437, Page 589 of the Public Records of Pasco County, Florida (the "Amended Declaration"); and

WHEREAS, Article III, Section 3.01 of the Amended Declaration, as amended, provides that the Amended Declaration may be amended by the affirmative vote of more than fifty percent (50%) of the Owners voting in person or by proxy at a duly called meeting where a quorum is represented; and

WHEREAS, the Board of Directors desired to restate and consolidate the Declaration and the Amended Declaration, and all amendments to the Declaration and Amended Declaration, into one single document; and

WHEREAS, this restated and consolidated document shall hereinafter be referred to as the "Restated and Consolidated Declaration of Covenants, Conditions and Restrictions for Fairway Springs"; and

NOW, THEREFORE, we, Linda Maxwell, as President, and Dan Helphrey, as Secretary, of Fairway Springs Homeowners Association, Inc., do hereby certify that the Restated and Consolidated

Certificate of Recording and Approving the Restated and Consolidated Declaration of Covenants, Conditions and Restrictions for Fairway Springs Page 2 of 2

Declaration of Covenants, Conditions and Restrictions for Fairway Springs attached hereto as Exhibit "1" was approved by the affirmative vote of more than fifty percent (50%) of the Owners voting in person or by proxy at the June 21, 2018 Special Membership Meeting, wherein a quorum of Owners was represented.

The Association's Board of Directors declares that henceforth the Declaration and the Amended Declaration, and all amendments to the Declaration and Amended Declaration, are hereby consolidated into, superseded by, and completely replaced by this Restated and Consolidated Declaration of Covenants, Conditions and Restrictions for Fairway Springs, a copy of which is attached hereto as Exhibit "1", such that the real property within Fairway Springs, and all additions thereto, to the extent permitted by law, shall be owned, held and conveyed subject to the covenants, restrictions, easements, reservations and liens herein established, all of which, to the extent permitted by law, shall be covenants running with the land and shall be binding upon and inure to the benefit of the Association and the owners of land within Fairway Springs, their respective successors and assigns, and any other parties having any right, title or interest in such real property.

Signed, sealed and delivered in the presence of:

FAIRWAY SPRINGS HOMEOWNERS ASSOCIATION, INC.

[Signature]
Print name: Kim Johnson

By: [Signature]
Linda Maxwell, President

[Signature]
Print name: Kim Hendrix

Signed, sealed and delivered in the presence of:

ATTEST:

[Signature]
Print name: Kim Johnson

By: [Signature]
Dan Helphrey, Secretary

[Signature]
Print name: Kim Hendrix

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 6 day of July, 2018, by Linda Maxwell, President and Dan Helphrey, Secretary, of Fairway Springs Homeowners Association, Inc., who are personally known to me or have produced _____ as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Recording and Approving the Restated and Consolidated Declaration of Covenants, Conditions and Restrictions for Fairway Springs, and severally acknowledge the execution thereof to be their free act and indeed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

[Signature]
Notary Public/State of Florida at Large



RESTATED AND CONSOLIDATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
FAIRWAY SPRINGS

This RESTATED AND CONSOLIDATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FAIRWAY SPRINGS (this "Restated and Consolidated Declaration") restates and consolidates the Declaration of Covenants, Conditions and Restrictions of Fairway Springs originally recorded in Official Records Book 1307, Page 982 of the Public Records of Pasco County, Florida and the Amended Declaration of Restrictions for Fairway Springs originally recorded in Official Records Book 1437, Page 589 of the Public Records of Pasco County, Florida, and incorporates all previously approved amendments to said Declarations, into a single document.

The Lots and Land more specifically described in Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions contained in this Restated and Consolidated Declaration, which will run with the said property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and will inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1.01. The following words and terms, when used in this Declaration or any supplemental or amendatory declaration (unless the context shall prohibit or clearly indicate otherwise) shall have the following meanings:

(a) "Developer" shall mean and refer to Fairway Springs Associates, Ltd., a Florida limited partnership, together with its successors, legal representatives, grantees and assigns, including the purchaser of its interest at a foreclosure sale.

(b) "Development" shall mean FAIRWAY SPRINGS residential Community, located in Pasco County, Florida, and on the real property described in Exhibit "A" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association or encumbered by this Declaration.

(c) "Plat" shall mean and refer to any recorded or unrecorded subdivision map or maps of all or a portion of the Land.

(d) "Covenants" shall mean and refer to the covenants, restrictions, easements, affirmative obligations, charges and liens created and imposed by this Declaration.

(e) "Declaration" shall mean and refer to this Declaration, together with any supplements or amendments hereto.

(f) "Land" shall mean and refer to all of the lands and improvements described in Exhibit "A" and any additions or amendments thereto.

EXHIBIT "1"

(g) "Lot" shall mean and refer to any area of real property, which is included in Exhibit A or Exhibit A-1, and is designated as such on a recorded Plat or conveyed by the Developer to an Owner, whether or not said Lot is improved with a dwelling Unit, and a Lot may include any portion or portions of any other Lots as such are designated and described on a Plat. The word "Lot" may, when the context so requires, be used interchangeably herein with the word "Unit."

(h) "Unit" shall mean and refer to a single family dwelling Unit situated upon the Land. The word "Unit" may, when the context requires, be used interchangeably herein with the word "Lot."

(i) "Common Area" shall mean all of that property owned or to be owned by the Association for the common use and enjoyment of members of the Association.

(j) "Association" shall mean and refer to FAIRWAY SPRINGS HOMEBOWNERS ASSOCIATION, INC., a Florida nonprofit corporation, together with its successors, legal representatives and assigns.

(k) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the "Land."

(l) "Member" shall mean and refer to those Owners entitled to membership as set forth in Article VI.

(m) "Regulations" shall mean and refer to any rules or regulations respecting the use of the Land that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and Bylaws.

(n) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(o) "Certificate of Incorporation" shall mean and refer to the Certificate of Incorporation of the Association, as same may be amended from time to time.

(p) "Bylaws" shall mean and refer to the Bylaws of the Association, as same may be amended from time to time.

(q) "Dwelling" shall mean and refer to a single family residency located on a Lot.

ARTICLE II- RESTRICTIONS

Section 2.01. - Lots. The Lots and Units shall be used for residential purposes only. No structure shall be erected or permitted to remain on any Lot on the Land other than the Unit. No buildings or other improvements at any time situate on any Lot shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, or as a professional office, and no billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are

permitted elsewhere in these Covenants. No building or other improvements situate on any Lot shall be rented or leased separately from the rental or lease of the entire Lot and no part of any such building shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or any other type of transient accommodation.

Section 2.02. - Vehicular Parking. No vehicle shall be parked on any part of this property except on paved streets and paved driveways. No vehicles may park on paved streets overnight. No commercial vehicles, except those present on business, trailers, boats, trucks, mobile homes, or motorcycles may be parked in the development unless parked inside garages and concealed from public view. Motorized recreational vehicles cannot be parked in the development for more than five (5) consecutive days, unless parked inside garages and concealed from public view.

Section 2.03. - Unit Plates and Mailboxes. A mailbox or plate showing the number of the residence shall be placed on each Lot and, at the option of the Owner, a name plate showing the name of the Owner may also be placed on the Unit. However, the size, location, design, style and type of material for each such mailbox and plate shall be first approved by the Architectural Control Committee.

Section 2.04. - Signs.

(a) Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any Lot, except "For Sale" or "For Rent" signs, which signs may refer only to the particular Lot on which displayed, and shall not exceed thirty-six inches by twenty-four inches. Developer may enter upon any Lot and summarily remove and destroy any signs which do not meet the provisions of this Section.

(b) Nothing contained in these Covenants shall prevent Developer, or any person designated by Developer, from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses, and other structures as Developer may deem advisable for development purposes, including construction of any improvements or structures thereon, provided such are in compliance with the appropriate governmental requirements or regulations applicable thereto.

Section 2.05. - Aerials. No exterior radio or television mast, tower, pole, wire, aerial, antenna or appurtenances thereto, nor any other exterior electronic or electric equipment, structures, devices or wires of any kind shall be installed or maintained on the exterior of any Unit or on any other portion of any Lot, unless and until the location, size and design thereof shall have been approved by the Architectural Control Committee.

Section 2.06. - Electrical Interference. No electrical machinery, devices or apparatus of any sort shall be used or maintained in any Unit which causes interference with the television or radio reception of any other Units.

Section 2.07. - Animals. No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, poultry or guineas shall be kept, permitted, raised or maintained on any Lot, except as permitted in this Section. Household pets may be kept on a single Lot for the pleasure and use of the occupants, but not for any commercial or breeding use or purpose, except that if any of such permitted animals shall, in the

sole and exclusive opinion of Developer, become dangerous or an annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept in or on the Lot-Unit.

Section 2.08. - Nuisances. No illegal, noxious or offensive activity shall be permitted or carried on on any part of the Land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Land, nor upon any land or leaves, clippings or other debris or refuse shall be permitted on lands contiguous thereto. No fires for the burning of trash, leaves, clippings or other debris or refuse shall be permitted on any part of the Land, except by Developer. No Owner shall permit any use of his Unit or make any use of the Common Area that will increase the cost of insurance upon the Land above that required when the Unit is used for the approved purposes, or that will cause any such insurance to be cancelled or threatened to be cancelled, except with the prior written consent of the Association. No bicycles, tricycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys or other such items shall be parked or permitted to stand for any period of time on the Common Area, except in accordance with the Regulations.

Section 2.09. - Replatting. The Lots shall not be resubdivided or replatted, except as provided in this Section. Any Lot or Lots shown on the Plat may be resubdivided or replatted (by deed or otherwise) only with the prior written approval of Developer and subject to such approval, may be subdivided or replatted in any manner which produces one or more Lots, provided that each of said Lots shall have a minimum width of sixty-eight (68) feet and a (minimum depth of one hundred five (105) feet. The Covenants, in the event any of said Lots shall be resubdivided or replatted as aforesaid, shall thereafter apply to the Lots as resubdivided or replatted, instead of applying to the Lots as originally platted, except that no such resubdivision or replatting shall in any way affect or impair any easements shown on the Plat.

Section 2.10. - Clothes Lines. There shall be no exterior clothes lines on any Lot, except for an umbrella clothesline which must be taken down and removed from site immediately after use and which may not be visible from the front property line. No clothing, bedding or other similar items shall be hung over or on tiny walls or fences if the same be visible from the street.

Section 2.11. - Fences, Walls and Hedges. All fences shall be subject to the prior written approval of the Architectural Control Committee as to location, height, materials, and finish and shall comply with the fence guidelines stated as follows, and all governmental requirements, as to the harmony of its external design and location in relation to surrounding structures and topography. The Architectural Control Committee shall have the right and sole determination to consider neighboring views, conservation views, and/or water views, in making its decision. In the event of a conflict between these restrictions and any other applicable governmental restrictions, the stricter set of restrictions shall apply. Prior to installation of any new fencing, a Lot Owner is required to produce an updated survey of his or her Lot to the Architectural Control Committee. The Lot Owner will be required to produce the updated survey after his or her request has been approved by the Architectural Control Committee and a permit has been displayed at the front of the dwelling, visible from the street. The updated survey will benefit the Lot Owner by taking into consideration any easements and/or to remedy the exact Lot lines.

Final approval will not be granted for the new fence installation until an updated survey has been accepted and approved by the Architectural Control Committee. In the event the Architectural Control Committee fails to approve or disapprove a request within forty-five (45) days of its receipt of same, said request shall be deemed not approved. A request shall only be deemed approved if the Architectural Control Committee has issued a permit.

(a) Perimeter Fences. Unless otherwise provided in this Section 2.11, Perimeter fences shall not exceed six (6) feet in height, shall be constructed of PVC/Vinyl, Aluminum or Composite material and shall be in earth tone colors approved by the Architectural Control Committee. Perimeter fences may be installed along the side Lot lines and along the rear Lot line beginning from the rear most part of the dwelling. The Architectural Control Committee has the discretion to approve a Lot Owner's proposed fence location that matches up with the rear dwelling point of a neighboring Lot's fence if the Architectural Control Committee believes it would be more aesthetically appealing.

(b) Privacy Fences. Privacy fences shall not exceed six (6) feet in height, shall be constructed of PVC/Vinyl, Aluminum or Composite material only and shall be stained or painted in earth tone colors approved by the Architectural Control Committee. Privacy fences may be installed along the side Lot lines and along the rear Lot line beginning from the rear most part of the dwelling. The Architectural Control Committee has the discretion to approve a Lot Owner's proposed fence location that matches up with the rear dwelling point of a neighboring Lot's fence if the Architectural Control Committee believes it would be more aesthetically appealing. If a lot line has the maximum amount of fence, then the adjoining owner cannot add more without the approval of the Architectural Control Committee. On Lots which include or are adjacent to a pond, bayhead or other body of water, the fence may not be any further than ten (10) feet from the Rear Dwelling Line.

(c) Live Fences. Live fences shall be up to the same standards as a structural fence in terms of height and plantings in healthy condition.

(d) Pond and Conservation Lot Fences. Notwithstanding anything in this Declaration to the contrary, for those Lots numbered 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85 and 86 and for any Lot abutting a conservation area, pond, lake, bayhead or other body of water, the fencing abutting the side and rear Lot lines shall be chain-link, black in color only and four (4) feet in height. On Lots that include or are adjacent to a pond, bayhead or other body of water, the side lot line rule will remain in place, but the fence shall be no more than ten (10) feet from rear dwelling line. This restriction is intended to ensure that views of any conservation area, pond, lake, bayhead or other body of water are not obstructed by fencing.

(e) Corner Lot Fences. Corner Lot fences shall not exceed six (6) feet in height, shall be constructed of PVC/Vinyl, Aluminum or Composite material and shall be stained or painted in earth tone colors approved by the Architectural Control Committee. Corner Lots will be the exception to the lot line rule. Corner Lot fences cannot extend to the side Lot lines where there is an adjacent street. The Architectural Control Committee, in its sole discretion, shall have the right to limit the fence distance up to eight (8) feet from the rear most dwelling point in relation to adjacent street. The sides of Corner Lots facing the adjacent street must have exterior in-ground planting of at least half the fence height, but to never exceed the height of the

fence. This will soften the look of the fence and be aesthetically appealing in conformity to our topography.

(f) Locations. No fence may be constructed in the following areas:

(1) Between the street facing the front of the Dwelling ("the "Front Street") and a straight line connecting the front living area of the Dwelling to the Side Lot Lines (the "Front Dwelling Line"); or

(2) Between the street facing the side of the Dwelling (the "Side Street") and a straight line connecting the side of the Dwelling to the Rear Lot Line ("Side Dwelling Line"); or

(g) Terms. The terms "Front Dwelling Line," "Side Dwelling Line," "Rear Dwelling Line," "Front Street," "Side Lot Line" or "Side Street" are as used and shown on Exhibit B attached hereto.

(h) Special Provisions. Notwithstanding anything to the contrary, the Association, as successor of the Developer, shall have the right to install and maintain fences around the perimeter of the Development on individual Lots, with said fences to be maintained by the owners. Current wood fences erected will be allowed to remain if they are deemed in good condition by the Compliance Director. Current wood fences will be allowed to remain if they are deemed in good condition structurally, but in need of painting and/or staining, shall be painted and/or stained in earth tone colors to be approved by the Architectural Control Committee. If over 51% of the entire wood fencing parameter is deemed by Compliance Director to be at the end of its life, the entire fence will need to be removed and/or replaced with new fencing from approved fencing materials approved by the Architectural Control Committee.

Section 2.12. - Trees. No trees having a diameter of six (6) inches or more (measured from a point two (2) feet above ground level) shall be removed from any Lot without the express written authorization of the Architectural Control Committee or unless properly authorized by an appropriate governmental authority. The Architectural Control Committee, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wild life upon the Land. If it shall deem it appropriate, the Architectural Control Committee may mark certain trees, regardless of size, as not removable without written authorization.

Section 2.13. - Lot Maintenance. The Owner of each Lot shall keep such Lot free of tall grass, undergrowth, dead trees, dangerous and/or dead tree limbs, weeds, trash and rubbish, and shall keep such Lot at all times in a neat and attractive condition. In the event the Owner fails to comply with the preceding sentence of this Section 2.13, the Association shall have the right, but not the obligation, to go upon such Lot and to cut and remove tall grass, undergrowth and weeds, and to remove rubbish and any unsightly or undesirable things and objects therefrom, and to do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of the Owner of such Lot, which expense shall be payable by such Owner to the Association on demand.

Section 2.14. - Regulations. Reasonable rules and regulations concerning the appearance and use of the Land may be made and amended from time to time by the Association in the manner provided by the Articles of Incorporation and Bylaws. Copies of the Regulations and amendments thereto shall be furnished by the Association to all Owners and residents of the Land upon request.

Section 2.15. - Mining. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

Section 2.16. - Casualties. In the event a Unit or any part thereof is damaged or destroyed by casualty or otherwise, or in the event any improvements upon the Common Area are damaged or destroyed by casualty, or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom; commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of the Declaration, or in the case of the Common Area, to grass over and landscape the land previously underlying the improvements in a manner consistent with the surrounding area.

Section 2.17. - Reconstruction. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Unit or Common Area, or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Board.

Section 2.18. - Street Lighting. All Lots in the Development may in the future be within a street lighting district pursuant to which lighting services to be provided and taxes or assessments therefor levied in accordance with applicable governmental ordinances, rules and regulations, now or hereafter in effect.

Section 2.19. - Structures. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached, single family dwelling. No structure shall be erected nearer than twenty-five (25) feet from a front lot line of any lot, except where the size of the dwelling requires, in which case the front setback line may be reduced to a minimum of twenty (20) feet. No structure shall be erected nearer than seven and one-half (7 1/2) feet from a side lot line, except where said lot line faces a street, in which case no structure shall be erected nearer than twenty (20) feet from a side street lot line. No structure shall be erected nearer than fifteen (15) feet from a rear lot line, provided that a swimming pool or its enclosure may be constructed to within five (5) feet of a rear lot line. A swimming pool may not be located in the front yard of any Lot nor past the building on a side street lot line. All mechanical equipment, including, but not limited to, water softners, pumps or pool heaters shall not be visible from a street. The term "structure" shall have the same meaning given by the Pasco County Zoning Code in effect as of the date of recording the original Restrictions for Fairway Springs.

Section 2.20. - Dwellings. No structure or dwelling shall have a square foot area of less than 1,150 square feet, exclusive of screened area, open porches, terraces, patios and garages. No dwelling shall exceed twenty-five (25) feet in height. All dwellings shall be constructed with concrete or asphalt driveways and grassed front, side and rear lawns. All driveways constructed

with solid concrete or decorative pavers must first be approved by the Architectural Control Committee and shall comply with the applicable Americans with Disabilities Act (ADA) requirements and County ordinances. No driveway may exceed twenty-four feet (24') in width. Driveways may only be painted or stained in a manner and color that is pre-approved by the Architectural Control Committee. This will allow for conformity and consistency amongst the Owners. Each dwelling shall have a shrubbery planting in the front, and the initial size of new trees and shrubs planted or placed at the time of construction of such dwelling. Any exterior additions or modifications to the dwelling, including outdoor furniture located in the front of the dwelling, shall be subject to prior approval by the Architectural Control Committee. Solar panels are prohibited on the front of any dwelling. Solar panels must have Architectural Control Committee approval before installation. A drawing or sketch should accompany application showing the placement of panels on the roof. In order to maintain the aesthetic appearance of the Development, solar panels shall be placed either on the back or side of the Unit to limit the visibility from the street. Owners must provide the Architectural Control Committee with a copy of the Pasco County permit number when the work commences. No window air conditioning units are permitted.

Section 2.21. - Use of Accessory Structures. No tent, shack, garage, barn or other out building shall at any time be erected and used temporarily or permanently as a residence or for any other purpose, nor shall any trailer be parked permanently or temporarily as a residence or for any other purpose, on any of the Lots in this subdivision; provided, however, temporary buildings, mobile homes or field construction offices may be used by contractors in connection with construction work.

Section 2.22. - Windows, Doors and Screens. All windows of a Unit shall be covered on the interior of said Unit by blinds, shades, drapes or other appropriate window coverings, and shall not be covered with sheets, bedspreads, newspaper or foil. All garage doors of Units shall be closed except when opened temporarily for ingress and egress.

Section 2.23. - Amendments and Modifications by Developer. Notwithstanding any provisions of these restrictions to the contrary, Developer, its successors and designated assigns, reserves the right and authority for a period of five (5) years from the date of recording the original restrictions to amend, modify or grant exceptions or variances from any of the use restrictions set forth in this Article II without notice to or approval by other Lot Owners of the subdivision, provided that such amendment, modification, exception or variance shall be substantially consistent with the general, uniform plan of residential development set forth in this Article II.

Section 2.24. - Refuse Collection. All trash, garbage or other refuse shall be maintained in a location not visible from the front property line, and shall not be placed for pickup until the preceding evening, and any and all containers for such trash, garbage or refuse shall be returned the evening of pickup to their normal location.

Section 2.25. - Ordinances. Every owner, their licensees, guests, invitees and tenants shall at all times abide by all county or other governmental ordinances, including, but not limited to, ordinances with regard to pets and leases, parking ordinances, and ordinances regarding conduct.

Section 2.26. - Pumping. The owners of any lot which includes or is adjacent to a pond, bayhead or other body of water shall not drawn down said body of water by pumping or draining therefrom.

Section 2.27. - Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the Lots, neither the owners nor the Association for the use of the Land shall interfere with the completion of the contemplated improvements and the sale of the Lots. Developer may make such use of the unsold Lots and Common Area without charge as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of the Land and the display of signs.

Section 2.28. - Leasing Restrictions. No Lot may be leased or rented without the prior written approval of the Association. For the purposes of this Section, "leased" or "rented" shall be defined as: (i) occupancy of a Lot for a period of thirty (30) or more consecutive days by a person who does not have a permanent residence elsewhere while the Owner resides elsewhere; or (ii) occupancy of the Lot for a period of thirty (30) or more consecutive days by a person who is residing in the Lot in exchange for consideration.

(a) No Owner, other than Association, may rent or lease his or her Lot during the first two (2) years of ownership of that Lot.

(b) No lease of any Lot shall be permitted unless, fourteen (14) days prior to the tenant(s) moving into the Lot, the Owner submits to the Association or its representative a completed lease application, a copy of the proposed lease, a background check, credit report of the potential tenant(s) and a photocopy of the driver's license for the potential tenant(s).

(c) No Lot may be leased or rented for a period of less than one (1) year.

(d) The Association shall have the right to require that a substantially uniform lease application be used or, in the alternative, the Association may approve the lease form as submitted by the Owner.

(e) The Association shall have the right to require an Owner to pay a non-refundable leasing application fee of one-hundred dollars (\$100.00).

(f) No person who is registered as a sexual predator or sexual offender with the Florida Department of Law Enforcement pursuant to Section 775.21 of the Florida Statutes may reside in any Lot which is leased or rented.

(g) The Association may deny a lease if the proposed tenant has been convicted of a felony during the ten (10) years preceding the date of the leasing application or if the proposed tenant has been convicted of more than two (2) misdemeanors in the five (5) years preceding the date of the application.

(h) No Lot shall be approved for a lease if the Owner is delinquent in payment of any assessments to the Association.

(i) An Owner shall be responsible for his or her tenant's actions, conduct and compliance with the covenants and conditions contained in this Declaration. An Owner is also responsible for providing his or her tenant with a copy of the Association's governing documents at the Owner's sole cost and expense.

(j) In the event that a tenant of an Owner, whether approved to occupy the Lot or not, violates any material provision in this Declaration, the Bylaws, the Articles of Incorporation or the Association's Rules and Regulations, the Association shall have the power to issue notices and evict the tenant(s) from the Lot as if the Association were a landlord under Chapter 83, *Florida Statutes*, at the expense of the Owner, including attorney fees and costs incurred by the Association. Each Owner covenants and agrees that any lease of a Lot shall incorporate the foregoing provision concerning the Association's authority to evict a tenant in violation of this Declaration, the Bylaws, the Articles of Incorporation or the Association's Rules and Regulations, and the lessee, by occupancy of the Lot, agrees to the applicability of this covenant and the incorporation of same into the lease, even if it is not expressly stated therein.

(k) The restrictions of this Section shall take effect upon being recorded in the public records of Pasco County, Florida, and it shall apply to all leases entered into subsequent to the recording date. Any lease in force at the date of recording shall continue in force until the expiration of its term. An amendment or renewal of an existing lease which lease is in effect at the time this restriction is recorded in the public records of Pasco County, Florida, shall be subject to the restrictions of this Section.

(l) The Board of Directors may adopt reasonable rules and regulations governing procedures for applications for approval of leases, and, if necessary, a procedure for a waiting list.

ARTICLE III - UTILITIES

Section 3.01. - Easements. Perpetual easements (herein called, "Easements") for the installation or maintenance of utilities, including storm sewer, sanitation sewer, gas, electricity, water, telephone, cable television and other utilities of every kind and nature now or hereafter constituting utilities (herein generally referred to as "Utilities") and drainage areas are hereby reserved both to the Developer and the County of Pasco in and to all utility easement and drainage easement areas (herein called "Easement Areas") shown on the plat, which Easements shall include, without limitation, the right of reasonable access over Lots to and from the Easement Areas; and the Developer and Pasco County shall each have the right to convey such Easements on an exclusive or nonexclusive basis to any person, corporation or governmental entity (herein called "Utility Providers") and who shall furnish Utilities or services to the subdivision development or other property. Neither the Easement rights reserved pursuant to this paragraph, nor as shown on the plat, however, shall impose any obligation on the Developer to maintain such Easement Areas or to install or maintain the Utilities or any retention areas (hereinafter defined), nor any pipes, lines, culverts, channels or other facilities or improvement that may be located on, in or under such Easements, or which may be served by them within Easement Areas. No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of, the

Easement Areas or any Utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of water through drainage channels in any Easement Area, or which may reduce the size of any ponds, lakes or other water retention areas (herein referred to as "Retention Areas") which are shown on the plat or which may be constructed in such Easement Areas.

Section 3.02. - Maintenance of Easements. The Owners of the Lot or Lots, subject to the privileges, rights and Easements referred to in this Article III, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and Easements. Easement Areas of each Lot, including landscape easements and plantings thereon, whether as reserved hereunder or as shown on the plat, or as may have been installed by the Developer or its predecessor Developer, and all facilities and improvements in such Easement Areas shall be maintained continuously by the Owner of the Lot, except for those improvements which the Utility Provider is responsible. With regard to specific Easements for drainage as shown on the plat, the Developer shall have the right, but without any obligation imposed thereby, to alter or maintain drainage facilities in such Easement Area, including slope control areas.

ARTICLE IV - PROPERTY RIGHTS

Section 4.01. - Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the rights of the Developer reserved by Section 3.01 and subject to the following provision:

(a) The right of the Association to levy annual and special assessments and to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities by a member for any period during which any assessment against his Lot or living unit remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. Assessments shall continue during any suspension period.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public authority, agency or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

(d) The right of the Association, in accordance with its Articles and its Bylaws, to borrow money for the purpose of improving or increasing the Common Area and in aid thereof with the assent of two-thirds (2/3) of each class of members to mortgage said Properties. Said mortgage shall be subordinate to the members' rights as provided hereinafter. In the event of a default upon any such mortgage, the Lender's rights hereunder shall be limited to a

right, after taking possession of such area, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such area to a wider public until the mortgage debt is satisfied, whereupon the possession of such area shall be returned to the Association and all rights of the members hereunder shall be fully restored; provided that under no circumstances shall the rights of the members of ingress, egress and parking be affected.

(e) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against an attempted foreclosure.

Section 4.02. – Delegation of Use. Any member may delegate his right of enjoyment to the Common Area and facilities to the members of his hers of his family, to his guests and to his tenants, subject to such rules and regulations as the Board of Directors may from time to time adopt; provided, however, that there shall be no abrogation of the duty of any member to pay assessments as provided in Article VIII.

ARTICLE V - ARCHITECTURAL CONTROL

Section 5.01. - Architectural Control Committee. The Board shall appoint as a standing committee and Architectural Control Committee, which shall be composed of three (3) or more, persons appointed by the Board, or, in the Board's discretion, the Board may constitute itself the Architectural Control Committee (hereinafter sometimes referred to as the "Committee"). No member of the Committee shall be entitled to compensation for services performed; but the Committee may employ independent professional advisors and allow reasonable compensation to such advisors from Association funds. The Architectural Control Committee shall have full power to regulate all exterior changes to the Property in the manner hereinafter provided.

Section 5.02. - Committee Authority. No exterior additions or alterations, including exterior coloring, to any building in the Development, additional fences or changes in existing fences, hedges, walls, walkways and other structures shall, be commenced, erected or maintained, except such as are installed or improved by the Developer in connection with the initial construction of the buildings and improvements within the Development until the same is approved by the Architectural Control Committee. The Committee shall have full authority to regulate; in accordance with the terms and provisions of this Declaration, the use and appearance of the exterior of the Units to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the Land as a residential community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of this Declaration, or contrary to the best interests of the Association in maintaining the value and desirability of the Land as a residential community, or both. The Committee shall have authority to adopt, promulgate, rescind, amend and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent with the provisions of this Declaration; and, if the Board has not constituted itself as the Committee, such rules and regulations shall be approved by the Board prior to the same taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board, unless such enforcement authority is delegated to the Committee by resolution of the Board.

Section 5.03. - Committee Approval. Without limitation of the foregoing, no changes, alterations, additives, reconstruction or attachments of any nature whatsoever shall be made to any Lot (except as to the interior of a Unit), including that portion of any Lot not actually occupied by the Unit, except such as are installed, improved or made by Developer, until the plans and specifications, showing the nature, kind, shape, height, materials, location, color and approximate cost of the same shall have been submitted to, and approved by, the Committee in writing. All applications to the Committee for approval of any of the foregoing shall be accompanied by plans and specifications or such other drawings or documentation as the Committee may require. In the event the Committee fails to approve or disapprove an application within thirty (30) days after the same has been submitted to it, the Committee's approval shall be deemed to have been given. In all other events, the Committee's approval shall be in writing. If no application has been made to the Committee, suit to enjoin or remove any structure, activity, use, change, alteration or addition in violation of the prohibitions contained in this Section may be instituted at any time, and the Association or an Owner may resort immediately to any other lawful remedy for such violation.

Section 5.04. - Procedure. As is set forth in Section 5.02, *supra*, the Committee may, from time to time, adopt, promulgate, rescind, amend and revise its rules and regulations governing procedure in all matters within its jurisdiction. In the event the Board does not constitute itself the Committee, then the Board, in its discretion, may provide by resolution for appeal of decisions of the Committee to the Board, subject to such limitations and procedures as the Board deems advisable. The Board or the Committee may appoint one or more persons to make preliminary review of all applications to the Committee and report such applications to the Committee with such person's recommendations for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board or the Committee deems advisable.

Section 5.05. - Standards. No approval shall be given by the Board or Committee pursuant to the provisions of this Article, unless the Board or Committee, as the case maybe, determines that such approval shall: (a) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Land; and (b) shall protect and conserve the value and desirability of the Land as a residential community; and (c) shall be consistent with the provisions of this Declaration; and (d) shall be in the best interests of the Association in maintaining the value and desirability of the Land as a residential community.

Section 5.06. - Developer Consent. Any and all actions of the Committee as to Lots owned by the Developer must have the written approval of Developer, unless such approval is waived in writing by Developer's authorized representative.

ARTICLE VI - MEMBERSHIP AND VOTING RIGHTS

Section 6.01. - Members. Every Owner of a Lot shall be a member of the Association as designated in Section 6.02 of this Article. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment or from occupancy of a Unit.

Section 6.02. - Membership Classes and Voting Rights. The Association shall have the following two (2) classes of voting membership:

(a) **Class A.** Class A members shall be all Owners, except the Developer, of Lots and shall be entitled to one (1) vote for each such Lot so owned.

(b) **Class B.** The Class B member shall be the Developer and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when one of the following events occurs:

(1) when the total votes outstanding in Class A Membership equals or exceeds the total votes outstanding in the Class B membership; provided, however, that if at any time the Developer does not annex additional Lands as provided in Article XI of this Declaration so as to maintain Class B membership in existence then Class B membership shall not cease but shall continue until terminated in subparagraph (2) below; or

(2) on December 31, 1992.

Section 6.03. - Joint Owners. When more than one person holds an interest in any Lot, all such persons shall be members of the Association; provided, however, that Owners' vote shall be exercised as provided above or as all such persons among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot not owned by the Developer.

ARTICLE VII- ASSESSMENTS

Section 7.01. - Purpose of Assessment. The Association shall have the authority to levy assessments against each Lot or Unit to be used exclusively to promote the recreation, health, safety and welfare of the resident in the Development and for the improvement and maintenance of the Common Area, including, but not limited to cost of repair, replacement and additions thereto; cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the employment of security personnel to provide services which are not readily available from any governmental authorities; and such other needs as may arise.

Section 7.02. - Creation of Lien. In order to carry out the purposes and obligations hereinafter stated, the Association, by action of its Board of Directors, and without approval of the members except to the extent specifically provided herein, shall have the power to levy and collect assessments in accordance with this Declaration against each Lot. The Developer, for each Lot owned within the Development, hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, (3) special assessments for emergencies as needed for purposes other than as a capital improvement, and (4) specific assessments against any particular Lot which were established pursuant to the terms of this Declaration. All such assessments, together with interest, costs and reasonable attorneys' fees, shall constitute a lien upon the Lot against which each such assessment is levied and shall run with the land, and shall

take priority from the date the notice of lien for delinquent assessments is filed in the Public Records of Pasco County, which notice shall state the description of the Lot, the Owner's name, the amount due and the date due. The lien shall be prior to and superior in dignity to the creation of any homestead status, and every Owner of a Lot hereby consents to the imposition of such lien prior to any homestead status until paid in full.

Section 7.03. - Special Assessments. In addition to the annual assessment authorized, the Association, through its Board of Directors, may levy in any assessment year a special assessment or assessments for capital improvement or emergency purposes, and any such assessment shall be approved by no less than two-thirds (2/3) of each class of members. Notwithstanding the foregoing, a special assessment authorized under Section 8.01 (b), Article VIII, and Section 2.13, Article II hereof, need be approved only by the Board of Directors and not the two-thirds (2/3) vote of the membership.

Written notice of any meeting called for the purpose of making the levy of a special assessment requiring approval of the Membership shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting.

Section 7.04. - Annual Assessments. Annual assessments shall be determined for each Lot by the Board of Directors of the Association prior to January 1st of each year for all assessable property by determining the sum necessary to fulfill the obligations and purpose of said assessment. Written notice of the annual assessment shall then be sent to every Lot Owner subject thereto and the due date shall be established by the Board of Directors, which may be monthly, quarterly or on an annual basis. The Association shall, upon request 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 annual assessment provided for herein shall commence at the time of closing of the purchase of each Lot with respect to said Lot, and the first annual assessment shall be adjusted according to the number of months then remaining in that calendar year and may be required to be paid in advance at closing. Notwithstanding anything contained herein to the contrary, the Developer, as a Class B member, shall not be obligated to pay annual assessments for the period of time that the Developer pays any amount of common expenses incurred and not produced by the special and annual assessments collectible from Class A members. For purposes of this calculation, replacement reserves or capital expenditures shall not be considered as common expenses.

Section 7.05. - Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for each Lot and may be collected on a monthly, quarterly or annual basis.

Section 7.06. - Commencement of Annual Assessments; Due Dates. The annual assessments shall commence as to each Lot at the time of the closing of the sale of each Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The due dates for assessments shall be established by the Board of Directors of the Association.

Section 7.07. - Remedies of the Association for Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date

at the maximum legal rate. The Association may bring an action at law against the Owner personally obligated to pay the same, or file a lien as hereinabove authorized and foreclose said lien by judicial foreclosure in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay the costs and expenses of filing the notice of lien and all reasonable attorneys' fees, which costs, expenses and attorneys' fees shall be secured by the lien being foreclosed. The Owner shall also be required to pay the Association any assessments against the Lot which become due during the period of foreclosure. The Association shall have the right and power to bid at foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Lot as Owner thereof. No Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Areas. Any suit to recover money judgment for unpaid expenses and assessment hereunder shall not be deemed to be a waiver of the lien securing the same. Upon payment of all sums secured by the lien, which has been made the subject of a recorded notice of lien, a release of notice of lien shall be executed by the Association or its representative and recorded in the Public Records of Pasco County, Florida. In addition to the above remedies, the Association may deny all Owner, his family, guests, invitees, licensees and tenants use of the clubhouse and pool facilities which are part of the Common Area owned by the Association during such period of time that the Owner is delinquent in payment of assessments, and such denial shall not relieve the Owner of responsibility for continued payment of assessments during said delinquency period.

Section 7.08. - Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the time of recording a notice of lien. The sale or transfer of any Lot shall not affect the assessment lien. Any mortgagee which obtains title to a Lot as a result of foreclosure of a first mortgage thereon or by voluntary conveyance in lieu of such foreclosure, shall not be liable for the assessments pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title by said mortgagee. Such unpaid assessments shall be deemed a common expense of the Association and collectible from all Owners, including the acquiring mortgagee, its successor or assign. Any such transfer to or by a mortgagee shall not relieve the transferee of responsibility nor the Unit from the lien for assessments made thereafter. No sale or transfer shall release such Lot from liability for any assessment thereafter becoming due.

Section 7.09. - Exempt Property. All properties dedicated to and accepted by a local public authority and all properties owned by the Association shall be exempt from assessments created herein.

Section 7.10. - Rights of Governmental Authorities. In the event any municipality or other governmental authority performs the obligations of the Association for the maintenance of any facilities or land within the "development," then said municipality or governmental authority shall have legally enforceable liens against all land and each residential Unit in the "development" and the same enforcement rights afforded the Association.

ARTICLE VIII- MAINTENANCE OF COMMON AREAS AND LOTS

Section 8.01. The responsibility for the maintenance of the Common Areas and Lots within the Development shall be as follows:

(a) Common Areas. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management, control and maintenance of the Common Areas and all improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

(b) Lots. Each Lot-Unit owner shall be responsible for the maintenance of his Lot-Unit, including, but not limited to, the responsibility to replace and care for trees, shrubs, grass, walks and other exterior improvements located within a Lot. In the event an Owner fails to maintain the exterior of his Lot and Unit in a good, clean, attractive and sanitary condition, or in the event the Board of Directors of the Association deems it in the best interest of the Development, then the Association may provide said maintenance after delivery of thirty (30) days' written notice to the Unit Owner and the cost of said maintenance shall be assessed by the Association to the Owner of said Lot. The Association shall have a reasonable right of access and entry upon any Lot to do work reasonably necessary for the proper operation and maintenance of the Development.

ARTICLE IX - REMEDIES

Section 9.01. - Violations. Whenever there shall have been built, or there shall exist on any Lot, any structure, building, thing or condition which is in violation of the Covenants, Developer shall have the right, but not the obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such property, which expense shall be payable by such Owner to Developer on demand, and such entry and abatement or removal shall not be deemed a trespass or make Developer liable in any way to any person, firm, corporation or other entity for any damages on account thereof.

ARTICLE X - ANNEXATION

Section 10.01. The Developer is authorized to amend this Declaration to annex, in whole or in part, the "additional lands" described in Exhibit "A-1" attached hereto, with the instrument of annexation requiring execution by the Developer only and not the consent of the Association, Owners or mortgagees. Annexation may be made of portions of any phase as shown on the general plan of the Developer, which contemplates two (2) additional phases of the subdivision for single family home development. There is no obligation of the Developer, its successors or assigns, to make the proposed addition, nor to annex in only two (2) phases. At the time of said amendment of annexation, the portion of the "additional lands" so annexed shall become subject to the terms of this Declaration and the Covenants, Conditions and Restrictions contained herein. The property referred to in Exhibit "A-1" shall not be subject to the terms and conditions of this Declaration, nor shall the same constitute a cloud or encumbrance upon the title of said "additional lands" until an amendment or amendments to this Declaration is recorded in the Public Records of Pasco County, Florida. Notwithstanding anything else contained in this Declaration to the contrary, the terms of this paragraph may not be amended without the prior written approval of the Developer.

Section 10.02. This Declaration may be amended to annex any lot not previously encumbered hereby that is part of Fairway Springs Unit 1, 2 or 3 subdivision, according to the plats thereof recorded in the Public Records. The Board of Directors of the Association shall

have the right to establish reasonable criteria, including, but not limited to, an initiation fee, for annexation of said Lots and membership in the Association. Said annexation shall be accomplished by the Association executing an amendment to this Declaration, which amendment shall make the described lot subject to the covenants, conditions and restrictions of this Declaration and the owner of said lot a member of the Association. The record owner of said lot and any lien holder thereon shall join in said amendment.

ARTICLE XI - MISCELLANEOUS

Section 11.01. - Approvals. Wherever in the Covenants the consent or approval of Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until and after a request in writing seeking the same has been submitted to and approved in writing by Developer. In the event Developer fails to act on any such written request within thirty (30) days after the same has been submitted to Developer as required above, the consent or approval of Developer to the particular action sought in such written request shall be conclusively and irrefutably presumed. However, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the Covenants herein contained.

Section 11.02. - Assignments. Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to any person, firm or corporation, including, but not limited to, the Association, any or all rights, powers, easements, privileges, authorities and reservations given to or reserved by Developer by any part or paragraph of the Covenants or under the provisions of the Plat. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, easements, privileges, authorities and reservations given to or reserved by Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the Owners of a majority of the Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid. None of the provisions of this Section 11.02 shall apply to or affect the provisions of Article VI, supra.

Section 11.03. - Developer's Rights. Developer reserves and shall have the sole and exclusive right:

(a) To amend these Covenants as may be required by the Federal National Mortgage Association, or other insurer of first q mortgages upon the Unit-Lots without acquiring the approval or joinder of any other Unit Owner or mortgagee.

(b) To amend, modify or grant exceptions or variances from any of the use restrictions set forth in Article II or this Declaration of Covenants, Conditions and Restrictions without notice to or approval by other Unit Owners or mortgagees, provided that such amendments, modifications, exceptions or variances shall be substantially consistent with the general uniform plan of residential development as set forth in Article II of these Restrictions. All amendments, modifications, exceptions or variances increasing or reducing the minimum square footage of dwellings, pertaining to fence size, location of composition, or pertaining to

the location of structures on a Lot shall be conclusively deemed to be within the authority and right of Developer under this subsection.

(c) To amend these Covenants for the purpose of curing any error or ambiguity in or any inconsistency between the provisions contained herein without acquiring the approval or joinder of any other Unit owner or mortgagee;

(d) To include in any contract, deed, sublease agreement or other instrument hereafter made any additional covenants and restrictions applicable to the Land which do not lower the standards of the Covenants;

(e) Notwithstanding anything contained herein to the contrary in this Declaration, the Articles of Incorporation or Bylaws, the Developer shall be entitled to use any unsold Lot/Unit or Units as an aide in selling Lots/Units or as a sales office, and shall further be allowed to place on the Development signs advertising the sale of Lots/Units, temporary construction trailers and temporary sales trailers. The Developer shall further have the right to complete construction of all improvements to the Common Area contemplated by its development plan and to transact, on the Development, any business to consummate the sale of Lots/Units, and all sales office and model furniture shall not be considered Association property and shall remain the property of the Developer;

Section 11.04. - Additional Covenants. No property owner, without the prior written approval of Developer, may impose any additional covenants or restrictions on any part of the Land shown on the Plat.

Section 11.05. - Termination. These Covenants, Conditions and Restrictions, as amended and added to from time to time, and as provided for herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to the Land and shall remain in full force and effect for a period of thirty (30) years from the date of recording the original restrictions, and thereafter these Covenants shall be automatically extended for successive periods of ten (10) years each, unless within six (6) months prior to the commencement of any ten (10) year period, an instrument in writing, executed by the owners representing seventy-five per cent (75%) of the votes of Lots has been recorded in the Public Records of Pasco County, Florida, in which written agreement any of the covenants provided for herein may be changed, modified, waived or extinguished, in whole or in part, as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement.

Section 11.06. - Amendment. Subject to the provisions of Section 11.03 (b) hereof, the covenants, conditions and restrictions of this Declaration may be amended by the affirmative vote of more than fifty percent (50%) of the Owners voting in person or by proxy at a duly called meeting where a quorum is represented. The amendment shall be effective upon recordation of the executed amendment among the Public Records of Pasco County, Florida. Notwithstanding anything herein contained to the contrary, no amendment of this Declaration which in any way alters, changes, limits, diminishes or otherwise affects any institutional mortgagee's position, right or equity as mortgagee of a Lot shall be effective without the joinder of the institutional mortgagee. For purposes of this statement, an institutional mortgagee shall be defined as a bank

(including, without limitation, a mutual savings bank), life insurance company, savings and loan association, real estate investment trust, pension fund, trust, government agency, mortgage company, F.N.M.A., or other lender active in the area, including the successors and assigns of any such entity.

Section 11.07. - Negligence. Any owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect, carelessness or by that of any member of his family, or by his or her guests, employees or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse or occupancy or abandonment of a Unit interest or its appurtenances.

Section 11.08. - Enforcement. If any person, firm, corporation or other entity shall violate or attempt to violate any of the Covenants, it shall be lawful for Developer or any person or persons owning any Lot:

(a) To institute and maintain civil proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions; or

(b) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to violate any of the Covenants for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section 13.06 shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Developer, its grantees, successors or assigns, to enforce any Covenant or any other obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

(c) In any proceeding arising because of alleged failure of an owner to comply with the terms of this Declaration, its Exhibits or Regulations adopted pursuant thereto, as said documents and Regulations may be amended from time to time, the prevailing party shall be entitled to recovery the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

Section 11.09. - Severability. The invalidation of any provision or provisions of the Covenants set forth herein by judgment or court order shall not affect or modify any of the other provisions of the Covenant which shall remain in full force and effect.

Section 11.10. - Paragraph Headings. The paragraph headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

Section 11.11. - Conflicts. In the case of any conflict between the Declaration, the Articles of Incorporation of the Association or the Bylaws of the Association, the Declaration shall control.

EXHIBIT "A"

FAIRWAY SPRINGS UNIT 1, according to the map or plat thereof as recorded in Plat Book 19, Pages 3 – 5, of the Public Records of Pasco County, Florida.

A REPLAT OF FAIRWAY SPRINGS UNIT 2, according to the map or plat thereof as recorded in Plat Book 20, Pages 74 – 75, of the Public Records of Pasco County, Florida.

FAIRWAY SPRINGS UNIT 3, according to the map or plat thereof as recorded in Plat Book 21, Pages 93 – 95, of the Public Records of Pasco County, Florida.

FAIRWAY SPRINGS UNIT 4, according to the map or plat thereof as recorded in Plat Book 22, Pages 27 – 30, of the Public Records of Pasco County, Florida.

FAIRWAY SPRINGS UNIT 5, according to the map or plat thereof as recorded in Plat Book 23, Pages 31 – 34, of the Public Records of Pasco County, Florida.

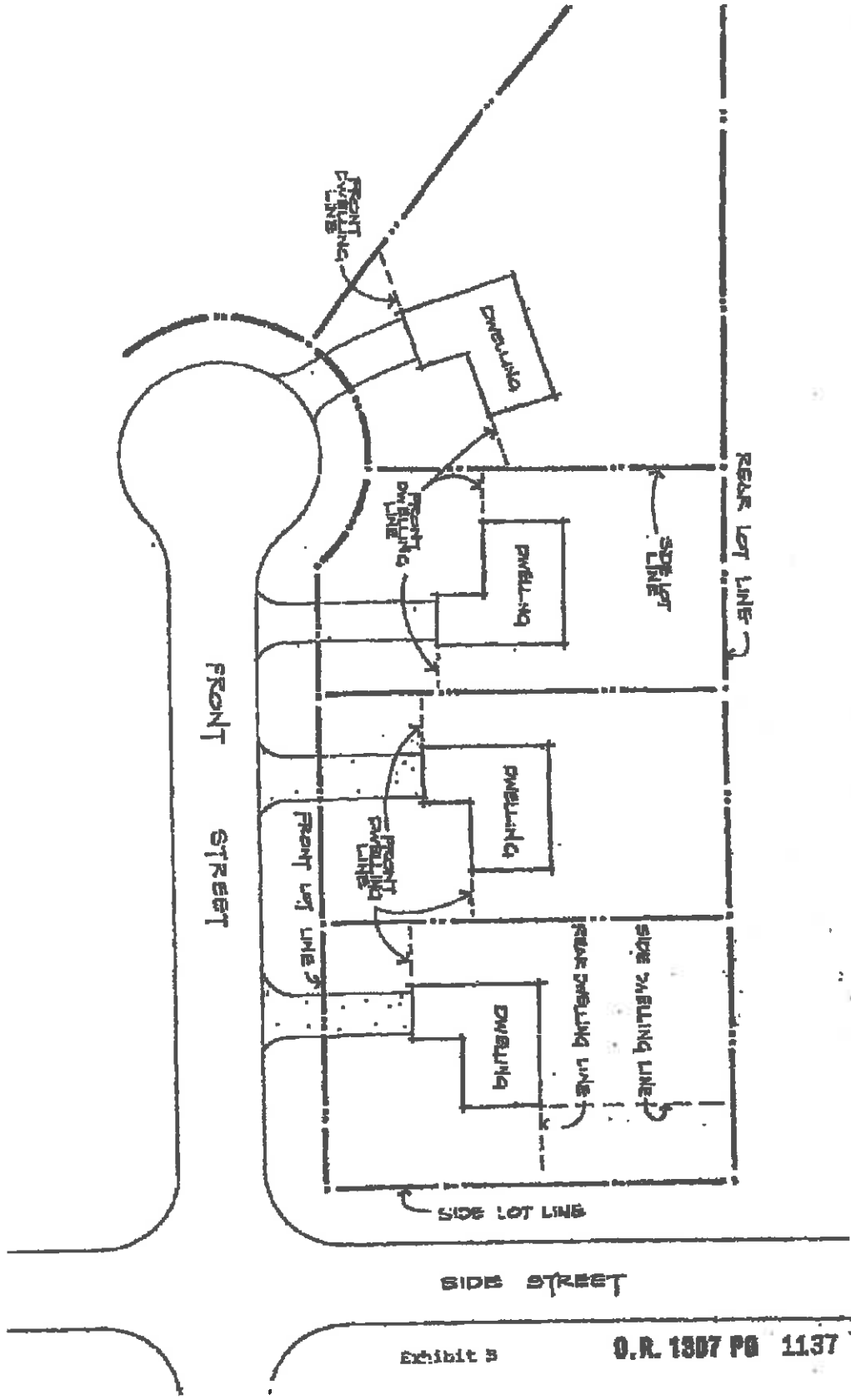


Exhibit 5

O.R. 1307 PG 1137