

REVIVED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

Declaration covering FAIRWAY OAKS, a subdivision of Pasco County, Florida, a subdivision comprised of the property set forth in Exhibit A attached hereto and incorporated herein.

WHEREAS, FAIRWAY OAKS JOINT VENTURE, a Florida joint venture and FAIRWAY OAKS COMMERCIAL INVESTMENTS, INC., a Florida corporation, and REGENCY LINKS, INC., a Florida corporation (hereinafter collectively referred to herein as "Fairway") were the Owners in fee simple of certain real property located in Pasco County, Florida, as their interest may appear, and REGENCY LINKS, INC., a Florida corporation (hereinafter referred to as "Developer") was the Developer of said property, known as FAIRWAY OAKS and comprised of the property set forth in Exhibit A attached hereto and incorporated herein.

WHEREAS, since the recording of the Original Declaration of Covenants, Conditions and Restrictions for Fairway Oaks recorded in Official Records Book 1777 at Page 0328, public records of Pasco County, Florida, ("Original Declaration") property has been annexed in whole, or in part, by the Developer, or "Fairway", or any of them to become part of and subject to the Original Declaration of Covenants, Conditions and Restrictions pursuant to Article XII of the Original Declaration.

WHEREAS, pursuant to the Stipulated Order Approving Settlement Agreement recorded in Official Records Book 7641 at Page 1029 of the Public Records of Pasco County, Florida in the case styled: *The Preserve at Fairway Oaks Homeowners Ass'n., Inc. v. Fairway Oaks Homeowners Ass'n., Inc.*, Pasco County Case No.: 51-2005-CA-000463, the Fairway Oaks Homeowners Association, Inc. shall not collect assessments from Owners of lots which are within the units in The Preserve at Fairway Oaks, except and excluding such assessments for the Beacon Woods East Master Association, Inc., a Florida corporation, which the Preserve at Fairway Oaks Homeowners Association, Inc. is required to pay directly to Fairway Oaks Homeowner Association, Inc., and such Owners of lots which are within the units in The Preserve at Fairway Oaks shall not-vote or otherwise participate in the operations of Fairway Oaks Homeowners Association, Inc.

NOW, THEREFORE, for the purposes of enhancing and protecting the value, attractiveness and desirability of the lots constituting the lots in FAIRWAY OAKS, it is hereby declared that all of the platted real property described in Exhibit A attached hereto and incorporated herein and all property annexed hereto, 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 for hereinafter.



ARTICLE I  
Definitions

SECTION 1. "Association" shall mean and refer to the FAIRWAY OAKS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, not for profit, its successors and assigns.

SECTION 2. "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, or unit, as hereinafter defined, which is a part of the hereinabove-described Exhibit "A" and annexed hereto and made a part hereof, but shall not include those persons or entities holding title merely as security for the performance of an obligation or the Developer.

SECTION 3. "Common Area" as used herein shall mean any and all real property owned by the Association together with any areas wherein an easement(s) is granted to the Association for the maintenance of same, including but not limited to drainage and conservation easements, if applicable, and entrance amenities, whether conveyed to the Association or provided by easement, and any and all improvements constructed thereon, for the common use and enjoyment of the Owners.

SECTION 4. "Developer" shall mean and refer to the person or entity who is developing the above described property, its successors and assigns.

SECTION 5. "Lot" shall mean and refer to any residential lot or Commercial Lot, as shown on the recorded plat, or the attached Exhibit "A", as referred to above with the exception of the Common Areas.

SECTION 6. "Golf Course Lot" shall mean any Lot located within the FAIRWAY OAKS SUBDIVISION, any portion of which such Lot abuts or is contiguous to the Golf Course property. Said Golf Course is as described in Exhibit "B".

SECTION 7. "Commercial Lot" for purposes of membership and voting assessment shall mean any parcel of real property or portion thereof located within Exhibit "A" attached hereto and made a part hereof or subsequently added hereto, that is designated as commercial or utilized for any purpose other than residential dwelling units, model centers and/or sales offices.

SECTION 8. "Unit" shall mean a residential dwelling contained within the real property, for which the controlling governmental authority has issued a certificate of occupancy. Where any building contains more than one (1) dwelling, each such dwelling shall be a Unit. A Unit may include, but is not limited to, a house, apartment, townhouse, patio home, cluster home or residential condominium unit. The term Unit shall include any interest in the real property owned in conjunction with the Unit. With respect to Commercial Lots only, the term "Unit" means the number of Units assigned to such business property for the purpose of determining said business property's contribution payment.

SECTION 9. "Subdivision" shall mean and refer to the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided; provided however, Subdivision shall not include Commercial Lots.

SECTION 10. "Member" shall mean every person or entity of each class who holds membership in the Association, as hereinafter provided.

SECTION 11. "Maintenance" shall mean the exercise of reasonable care to keep the Common Areas, including but not limited to drainage, buffer and conservation easements, if applicable, entrance features and mitigation requirements, if applicable, of the Southwest Florida Water Management District, and the buildings, roads, landscaping, lighting and other related improvements and fixtures thereon in a condition comparable to their original condition, normal wear and tear excepted. If determined to be necessary by the Association through its Board of Directors, Maintenance shall further mean keeping those dedicated areas not part of the Common Area clean and free of debris. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

ARTICLE II  
Property Rights

SECTION 1. Owner's Easements of Enjoyment. Every Owner of a Residential Lot, Residential Unit or Commercial Lot shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to said lot or unit, subject to the following provisions:

A. The right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Common Area other than those contemplated by Article IV hereof. Furthermore, the members shall not have the right to the use and enjoyment of Common Areas wherein such use and enjoyment will adversely affect the proper maintenance thereof by the Association or governmental agency having jurisdiction thereof.

B. The right of the Association to suspend the voting rights and right to use the facilities by an Owner for violation of the terms and conditions of this Declaration, including, but not limited to:

(1) any period during which any assessment against any lots or unit remain unpaid; or

(2) for a period not to exceed (60) days, for any infraction by an Owner of the published rules and regulations of the Association;

(3) the Members shall not have the right to the use and enjoyment of the drainage and conservation easement areas wherein the fee simple title to same is vested in an owner(s) of the adjoining property, and such owner(s) shall only have the right to the

use and enjoyment of same as not restricted, limited or prohibited by the Association as may be appropriate or necessary in order for the Association to properly maintain such area(s).

C. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the members and the applicable government authorities; however, no such dedication or transfer shall be effective unless an instrument signed by fifty-one percent (51%) of each class of all the lot owners agreeing to such dedication or transfer has been recorded among the books or records of the Association and an instrument duly reflecting such dedication or transfer and executed by the properly authorized Association personnel has been duly filed among the Public Records of Pasco County, Florida, with formalities necessary for the recordation of a deed.

#### SECTION 2. Other Easements.

A. Utilities. Easements for installation and maintenance of utilities and drainage and conservation facilities are shown on the recorded subdivision plat or by separate instrument recorded in the Public Records of Pasco County, Florida. Within these easements, no structure, shrubbery, trees, bushes or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may damage, interfere with or change the direction of flow of drainage facilities in the easements. The easement area of each lot, if any, and all improvements therein shall be continuously maintained by the Owner of such lot, except for improvements or maintenance, for which a public authority or utility company is responsible or the drainage and conservation easements to be maintained by the Association as required by governmental rules, regulations and requirements.

B. Dwelling Units - Structure. No dwelling 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 rights-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 Developer, its successors and assignees, 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 3. No Partition. There shall be no judicial partition of the Common Area nor shall Developer or any Owner or other person or entity acquiring any interest in the subject property or any part hereof, seek judicial partition thereof.

### ARTICLE III

#### Membership In-Association: Voting Rights

SECTION 1. Membership. Every owner of a lot which is subject to assessment shall be a member of the Association. Memberships shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

SECTION 2. Classes of Voting Memberships. The Association shall have two (2) classes of voting memberships:

CLASS A. Class A members shall be all owners, with the exception of the Developer and Fairway, who shall be entitled to one (1) vote for each lot owned. Provided however, that the Owner of each Commercial Lot shall be entitled to one (1) vote per two thousand (2,000) square feet of gross rentable area or portion thereof of all structures constructed upon said Commercial Lot or a fraction thereof. As used herein, the term "structures" shall mean such buildings or similar structures containing rentable space and shall not mean parking lots, entrances, sidewalks, or similar areas. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot and the vote must be cast by one of the owners designated by the other to do so.

CLASS B. The Class B member shall be the Developer and Fairway, who shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

A. When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or

B. on January 1, 1999.

SECTION 3. Vote. 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 FAIRWAY OAKS HOMEOWNERS ASSOCIATION, INC., as the same may be amended from time to time.

#### ARTICLE IV

##### Covenant for Maintenance Assessments

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The owner, for each lot owned hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) general assessments or charges, which may be levied annually, semi-annually or quarterly as determined by the Board of Directors, and

(b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The general 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 each such assessment is made. Each such assessment, together with

maximum interest allowed by law, applicable late charges as may be from time to time established by the Association, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

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; and

B. Provide for the improvement and maintenance of the Common Area and, if determined to be necessary by the Association through its Board of Directors, the cleaning of, and debris removal from the dedicated areas.

The Board of Directors is hereby empowered to prepare and adopt an annual budget and based thereon to determine the amount of the general assessment, in carrying out the purposes for which the general assessment shall be made as set forth hereinafter and subject to the economic reality of the sums necessary to be expended in providing the items of service as set forth herein and as same shall vary from time to time.

The Association shall acquire and pay for, out of the funds derived from general assessments, certain items of service which may include, but may not be limited to, the following:

1. electricity, lightbulbs, wiring and other necessary electrical utility service for the Common Area and any improvements located thereon;

2. maintenance of the grounds for the Common Area, dedicated areas and any area or areas wherein, including, but not limited to sprinkler system, other equipment and personnel necessary for lawn and shrubbery service and for maintenance of the sidewalks and walkways located in the dedicated areas not adjacent to a lot and in the Common Area and the rights-of-way outside the Common Area including but not limited to any main entrance-way(s) to said Subdivision, and any drainage conservation or landscaping easements;

3. carry and pay for public liability and other insurance, insuring the Association and its officers and directors against any and all liability to any Owner and others arising out of the occupancy and/or use of the Common or Easement Area(s). Policy limits shall be reviewed at least annually and increased or decreased at the discretion of the Board of Directors upon a proper vote as set forth in the By-laws hereto at a meeting duly called for the purpose of determining the annual assessments;

4. trash and garbage collection, sewer and water for the Common Area and any and all improvements located thereon;

5. maintenance of drainage and conservation area(s), if applicable,

and facilities therein or thereon;

6. 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, for the benefit of the Owners or for the enforcement of these restrictions;

7. there shall be no reserves for replacement; however, upon a proper vote as set forth in the By-laws, at a meeting duly called the Association may vote to establish a reserve fund for the happening of certain named contingencies which shall be determined and set forth in a resolution duly voted upon and executed by the Association;

8. any and all other purposes deemed necessary and proper upon a proper vote as set forth in the By-laws at a meeting duly called, the Association may vote to establish an additional category for the happening of certain named events or services which are required or desired by the Association, which vote shall be determined and set forth in a resolution duly voted upon and executed by the Association;

9. maintenance of street lighting, including, but not limited obligations not to, the payment of electric utility service provided for by a street lighting district;

10. notwithstanding the foregoing, except for the commercial parcels and improvements thereon which are situated immediately to the west of The Preserve as well as the monument at the corner of Little Road and South Hudson Ave, the Association will not provide maintenance for the real property located on the south side of Hudson Avenue within the subdivisions of The Preserve at Fairway Oaks and Fairways Oaks in Pasco County, Hudson, Florida, that is: (1) owned by either Fairway Oaks Homeowners' Association, Inc. or The Preserve at Fairway Oaks Homeowners' Association, Inc.; or (2) the subject of any maintenance or drainage easement in favor of Fairway Oaks or The Preserve, as well as any improvements, additions, expansions, or entrance amenities thereon, including, without limitation, the following:

a. Tracts A, B, C, E and F, together with a 5.0' buffer easement over, through, under and across Lots 2 through 12, THE PRESERVE AT FAIRWAY OAKS UNIT ONE, according to the map or plat thereof recorded in Plat Book 30, Pages 137-140, Public Records of Pasco County, Florida; AND

b. Tract D, together with a 5.0' buffer easement over, through, under and across Lots 13 through 35 and Lot 38, THE PRESERVE AT FAIRWAY OAKS UNIT TWO, according to the map or plat thereof recorded in Plat Book 33, Pages 28-30, Public Records of Pasco County, Florida; AND

c. Tracts G, H, K and M, together with a 5.0' buffer easement over, through, under and across Lots 434 and 435, THE PRESERVE AT FAIRWAY OAKS

UNIT THREE, according to the map or plat thereof recorded in Plat Book 35, Pages 27-30, Public Records of Pasco County, Florida; AND

d. Tracts S and T, together with a 5.0' landscape buffer easement over, through, under and across Lots 456, 457, 462 and 463, Lots 466 through 481, Lots 484 through 503, Lots 511 through 513, Lots 520 through 522, Lots 530 and 531 and Lots 369 through 376, THE PRESERVE AT FAIRWAY OAKS UNIT FOUR, according to the map or plat thereof recorded in Plat Book 39, Pages 23-29, Public Records of Pasco County, Florida; AND

e. Tract J, together with a 5.0' buffer easement over, through, under and across Lot 356, FAIRWAY OAKS UNIT SEVEN, according to map or plat thereof recorded in Plat Book 32, pages 5446-57, Public Records of Pasco County, Florida.

11. Fairway Oaks Homeowners' Association, Inc. will not provide maintenance for any residential lots located on the south side of Hudson Avenue which are exclusively within the Units of The Preserve at Fairway Oaks.

12. Fairway Oaks Homeowners Association, Inc. shall not collect assessments from Owners of lots which are within the units in The Preserve at Fairway Oaks, except and excluding such assessments for the Beacon Woods East Master Association, Inc., a Florida corporation, and such Owners shall not vote or otherwise participate in the operations of Fairway Oaks Homeowners Association, Inc. while the Settlement Agreement and Court Order approving same in Pasco County Circuit Court Case Number 51-2005-CA-000463 is in effect. Notwithstanding herein to the contrary, the Settlement Agreement and Court Order approving same in Pasco County Circuit Court Case Number 51-2005-CA-000463 shall control the business affairs and matters of common interest shared by Fairway Oaks Homeowners Association, Inc. and The Preserve at Fairway Oaks Homeowners Association, Inc. In accord with the Settlement Agreement in Pasco County Circuit Court Case Number 51-2005-CA-000463, which was specifically approved by the Court without any objections from members of The Preserve at Fairway Oaks Homeowners Association, Inc. and Fairway Oaks Homeowners Association, Inc. following an Order to Show Cause Proceeding on February 14, 2007, Fairway Oaks shall not be responsible for the maintenance, upkeep, and repair of the property referenced in Article IV, Section 2, Paragraph 10 herein.

SECTION 3. Special Assessments for Capital Improvements. In addition to the general assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent not less than of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.



SECTION 4. Maximum General Assessment.

A. Until January 1 of the first year immediately following the conveyance of the first lot to an Owner, the maximum yearly assessment shall be Eighty-Four and no/100 Dollars (\$84.00) per lot.

B. From and after January 1 of the first year immediately following the conveyance of the first lot to an Owner, the maximum general assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.

C. From and after January 1 of the first year immediately following the conveyance of the first lot to an owner, the maximum general assessment may be increased above fifteen percent (15%) only by a vote of not less than fifty-one percent (51%) of each class of all the lot owners who are voting in person or by proxy, at a meeting duly called for this purpose.

D. Upon being annexed hereto, a Commercial Lot shall be assessed annually a fee equal to the per unit contribution payment as set forth herein and as from time to time determined for each two thousand (2,000) square feet of gross leasable area or portion thereof, of all structures constructed upon said Commercial Lot.

E. The Board of Directors may fix the general assessment at an amount not in excess of the maximums set forth hereinabove required for the purposes set forth in Article IV, Section 2.

SECTION 5. Maintenance Contract. In regard to the obligation of the Association to maintain the premises as provided herein, the Association by and through its Board of Directors shall have the right and power to contract with a maintenance company to carry out the obligations in regard to the maintenance as set forth hereinabove.

SECTION 6. Uniformity. Both general and special assessments must be fixed at a uniform rate for all lots, subject, however, to the provisions of Article IV, Section 8.

SECTION 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage securing an indebtedness and shall also be subordinate to any mortgage owned or insured by the Federal Housing Administration or the Veterans' Administration. An institutional first mortgage referred to herein shall be a mortgage upon a single lot/unit originally granted to and owned by a bank, savings and loan association, or through their respective loan correspondents, intended to finance the purchase of a lot/unit or its refinance or secure loan when the primary security for the same is the single lot/unit involved. Should any institutional first mortgagee, as described hereinabove, foreclose its mortgage against a lot/unit and obtain title to said lot/unit secured by such first mortgage by conveyance in lieu of foreclosure, then so long thereafter as such institutional mortgagee shall hold title to said lot/unit, the first mortgagee shall pay its share of the general and special assessments as provided for herein. The sale or transfer of any lot/unit pursuant or

subsequent to a foreclosure or proceeding in lieu thereof shall not extinguish the personal obligation of the Owner who was the Owner of Record prior to said foreclosure or proceeding in lieu thereof.

SECTION 8. Budget. The Association subject to the maximum general assessments provided for herein, shall assess the members annually or semi-annually or quarterly through its Board of Directors a sum sufficient to equal the annual budget adopted from year to year by the Board of Directors and will instruct its members to commence with payments of their respective assessments to the Association simultaneously with the execution of this document.

ARTICLE V  
Exterior Maintenance

Exterior Maintenance Cost. In the event a need exists for maintenance of a lot caused through the wilful or negligent acts of its Owner, of the family, guests or invitees of the owner of the lot needing such maintenance, the cost of such exterior maintenance shall be added to and become a part of the assessment to which said lot is subject. The Association may enter upon the lot when necessary and with as little inconvenience to the owners as possible in connection with such maintenance care and preservation set forth hereinabove.

ARTICLE VI  
Subdivision Use Restrictions

The Subdivision shall be occupied and used only as follows:

- A. Each Subdivision unit shall be used as a residence for a single family and for no other purpose, specifically prohibiting the use of a residence for a care facility for compensation.
- B. No business of any kind shall be conducted in any Subdivision residence.
- C. No noxious or offensive activity or nuisance shall be carried on, in or about any Subdivision Lot, unit or Common Area.
- D. No sign of any kind shall be displayed to public view on a Subdivision Lot, unit or in the Common Area without the prior written consent of the Association, except customary name and address signs and lawn signs of not more than six (6) square feet in size advertising a lot or unit for sale or rent. The display of said signs shall be governed by the Association as its members through the Association's By-laws shall permit.
- E. Nothing shall be done or kept on a Subdivision Lot or on or about the Common Area or drainage easement(s) which would increase the rate of insurance relating thereto without the prior written consent of the Association and no Owner shall permit anything to be done or kept on his lot or on the Common Area which would result in the cancellation of insurance on any residence or on any part of the Common Area or which would be in violation of any law.

F. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Subdivision Lot or on the Common Area; however, dogs, cats and other customarily kept house pets may be kept on Subdivision Lots and in units subject to such rules and regulations as may be adopted by the Association so long as they are not kept, bred or maintained for commercial or business purposes. No pet shall be kept outside on a unit, or in a screened porch or patio, unless someone is present in the unit. Any pet must not be an unreasonable nuisance or annoyance to other residents of the Subdivision.

G. No rubbish, trash, garbage, grass clippings or other waste material shall be kept or permitted on any Subdivision Lot or on the Common Area or dedicated areas except in sanitary containers located in appropriate areas concealed from public view. Each Owner shall assure that any dedicated areas between his property line(s) and a street and/or Common Area shall be maintained and kept clean and free of grass clippings, waste material and other debris.

H. No outbuilding, basement, tent, shack, shed, carport, trailer or temporary structure of any kind shall be permitted upon any Subdivision Lot or upon any of the Common Area within the Subdivision either temporarily or permanently.

I. No oil drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted upon or in any Subdivision Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts used in conjunction with any oil drilling or development operation, or refining, quarrying or mining operations of any kind shall be permitted upon or in any Subdivision Lot. No derrick or other structure designed for use in boring for oil or natural gas or minerals shall be erected, maintained or permitted on any Subdivision Lot.

J. There shall be a minimum setback for all Subdivision dwellings as follows:

1. There shall be a twenty (20) foot setback from the front lot structure to the building or any supporting structure.

2. The side lot line setback shall be seven and one-half (7 ½) feet from any structure and/or wing walls.

3. The setback from the rear of the lot shall be fifteen (15) feet except for pools and pool enclosures which shall be governed by the appropriate governmental rules and regulations, and in no case shall any structure be built on a utility or drainage easement; provided further, that in no event shall any pool or pool enclosure be closer than five (5) feet to any property line.

4. Corner lot side yard setback, where one side is next to the street, shall be a minimum of twenty (20) feet from the lot line abutting the street. The Association through its Board of Directors shall have the right to grant variances to these setbacks to the extent that such setbacks comply with minimum County setbacks.

K. No building shall be erected, altered, placed or permitted to remain on any Subdivision Lot other than one detached single-family dwelling approved prior to erection by the Association in writing.

L. Other than the above-mentioned single-family dwelling, no buildings may be erected on any Subdivision Lot or building plot, without the prior written consent of the Association's Architectural Committee and no structure of a temporary nature or character shall be used as a residence.

M. All buildings and fences and concrete sidewalks placed on any part of the Subdivision Lots herein described shall be constructed thereon according to plans and specifications which have been approved by the Association and Architectural committee in writing.

N. No building or structure shall be moved onto any Subdivision Lot or parcel in the area covered by these restrictions, it being the intent of the imposition of these restrictions that any and all buildings or structures on any of the properties hereinbefore described shall be constructed thereon.

O. All cans and containers of any sort for collection and disposal of refuse, garbage, rubbish or other discarded matter upon the premises must be placed in the rear and/or side of the Subdivision Lot and not displayed in any manner whatsoever, except on regular days for the collection of trash, garbage and rubbish, as provided by any sanitary service unit, and then only when such sanitary service unit requires the container or containers to be placed in front of any Subdivision Lot. Each Subdivision Lot owner shall be required to contract for garbage pick-up with an independent garbage service, if one is then available to the Subdivision Lot owner.

P. No swimming or motorized boating is allowed in any lake, canal or body of water within or contiguous to the Subdivision property.

Q. No Subdivision dwellings shall have a square footage of less than one thousand (1,000) square feet, exclusive of screened areas, open porches, terraces, patios, private attached garages and servants quarters or rooms.

R. No individual well will be permitted on any Subdivision Lot.

S. In connection with the development of any Subdivision Lot no tree with a diameter of four inches or greater shall be removed from said lot without first obtaining written permission from the Association and any governmental authority (if applicable) for such removal.

T. No Subdivision Lot shall be used as a dumping ground for rubbish. All oil tanks, bottle gas tanks, soft water tanks and similar structures or installation shall be placed

under the surface of the ground or in walled-in areas so as not to be visible from the street or objectionable to any adjacent Subdivision Lot, and shall be kept in a clean and sanitary condition.

U. No above-the-ground swimming pools shall be installed and/or maintained on any of the Subdivision Lots in said Subdivision.

V. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat or as may heretofore or hereafter be provided by separate instrument. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each Subdivision Lot and all improvements in it shall be maintained continuously by the owner of the Subdivision Lot; except for those improvements for which a public authority, utilities company or the Association is responsible.

W. No Subdivision Lot shall be subdivided, or boundaries changed, except with the written consent of the Association.

X. All Subdivision dwelling units shall have not less than a one-car attached garage and a concrete or asphalt driveway.

Y. Nothing shall be altered in, constructed on or removed from the Common Area or drainage and conservation area, except with the written consent of the Association.

Z. The Association shall have the right from time to time to promulgate such additional rules and regulations as shall be necessary to provide for the health, welfare and safety of the Owners residing in the Subdivision and to prevent such nuisances as shall arise from time to time as relates to the use of the Subdivision Lots and/or units and the Common Area, as set forth in the By-laws of the Association.

AA. No Subdivision dwelling unit shall exceed two and one-half (2 1/2) stories in height.

BB. Each residence shall have sodded front, side and rear lawns, including easements and rights-of-way with the sodding completed to the curb. All such lawns shall be maintained by the Owner in clean and presentable condition. No gravel or other artificial lawns of any kind whatsoever are permitted. All dead and diseased sod, plants, shrubs, trees or flowers shall be promptly replaced and excessive weeds, underbrush or unsightly growth shall be promptly removed.

CC. Subdivision Lot owners shall keep their property in clean and presentable condition. Any Subdivision property Owner in FAIRWAY OAKS, whether owner of vacant property or property with home, must keep the property free of any refuse, trash or debris, and must mow the lot as many times as is required to keep it neat. Should an Owner fail in keeping the property in a clean and neat condition, after fifteen (15) days' notice, the Developer, his agent, the Association, or the proper county authorities, shall have the right to enter upon the

property, perform such mowing or trash removal as required and charge back to the Subdivision Lot Owner all costs entailed for such services. Once billed, unpaid charges will become a lien on the property after sixty (60) days. Trash, garbage or other rubbish shall not be kept except in containers properly concealed from public view. Each Subdivision Lot Owner becomes responsible for items in this paragraph from the date of closing for the purchase of the Subdivision Lot, or Subdivision Lot and home.

DD. Fencing made of wood materials shall be constructed not to exceed six (6) feet in height. Hurricane or cyclone type metal fences (chain link) shall not exceed four (4) feet in height. No fencing, hedge or wall will be allowed in front of the front building line of any house, or outside of the side dwelling line of a corner Subdivision Lot line. All fences shall be erected so that the finished side faces the outside of the property line (i.e., the posts should not be visible to the outside). No used material, barbed wire or chicken wire may be used for the construction of a fence. No fences of any kind whatsoever shall be kept or maintained upon any portion of any Golf Course Lot.

EE. It is the intent of these Covenants, Conditions and Restrictions that in the event of a conflict between same and any covenant, condition or restriction of a governmental agency imposing similar covenants, conditions and restrictions that the more strict or restrictive provisions shall apply.

FF. If the parties hereto, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons or the Association owning any real property situated in said development or Subdivision herein to prosecute any proceedings at law or in equity against the person or persons violating the same, the prevailing party shall be entitled to recover all costs incurred therein including reasonable attorneys fees incurred in any Court proceeding including appellate actions.

## ARTICLE VII Subdivision Architectural Control

No building, fence, satellite dish or other structure or residential dwelling shall be commenced, erected, installed or maintained upon the property, nor shall any exterior addition to or change or alteration therein, be made until the plan and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved, in writing, as to the harmony or external design and location in relation to surrounding structures and topography by the Developer. In addition to the guidelines set forth hereinabove, the guidelines to be followed by the Developer shall be as follows:

- A. Alterations, additions and improvements of residences. No Owner shall make any structural alteration, or shall undertake any exterior painting or repair of, or addition to, his residence which would substantially alter the exterior appearance thereof without the prior written approval of the plans and specifications thereof by the Developer. The Developer shall grant its approval only in the event that the

proposed work will benefit and enhance the entire Subdivision in a manner consistent with the plans of development thereof.

B. Miscellaneous additions and alterations. No building, fence, wall or other structure shall be erected or maintained on any lot within the Subdivision, nor shall any exterior addition, including replanting, antennae, clotheslines, or other external attachments be made until the plan and specifications showing the nature, kind, shape, height, materials, colors, and locations of the same have been submitted to and approved, in writing, by the Developer as to the harmony of external design and location in relation to surrounding structures and topography.

C. Damage and destruction of residences; approval of structural variances. Any Owner who has suffered damage to his residence by reason of fire or any other casualty may apply to the Architectural Committee for reconstruction, rebuilding or repair of his residence in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for any such approval shall be made in writing by the Owner, together with full and complete plans, specifications, working drawings and elevations, showing the proposed reconstruction and the end result thereof. The Architectural Committee shall grant approval only if the design proposed by the Owner shall result in a finished residence of exterior design harmonious with the other residences in the Subdivision.

D. Approval of Association; how evidenced. Whenever in this Article the approval of the Association is required, such approval shall be in writing. In the event the Association fails to approve or disapprove within forty-five (45) days after receipt of a request to do so, approval shall be deemed to have been given and compliance with the terms of this Article conclusively presumed.

#### ARTICLE VIII

##### Owners' Obligation to Repair

Each Owner shall, at his sole cost and expense, repair the interior of his unit or structure, keeping the same in a condition comparable to the condition of such residence or structure at the time of its initial construction, excepting only normal wear and tear.

#### ARTICLE IX

##### Owners' Obligation to Rebuild

If all, or any portion of a residential unit or commercial unit, is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct such residence or commercial unit in a manner which will substantially restore it to its appearance and its condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after damage occurs and shall be completed within eighteen (18) months after the damage occurs, unless prevented by causes beyond the control of the Owner or the Owners.

ARTICLE X  
Parking Restrictions

No Owner of a Subdivision unit shall park, store, or keep any vehicle, except wholly within the garage or on the paved driveway, and no Owner shall park, store or keep any truck, camper, motor-home, boat trailer or aircraft, or any other vehicle other than a private passenger vehicle, on any uncovered parking driveway attached thereto. More specifically, no truck, camper, motor-home, boat, trailer, aircraft or any vehicle other than a private passenger vehicle, may be parked on the property other than within the garage. In no event shall any truck larger than a one-half (1/2) ton pickup be parked, stored or kept in any parking garage or driveway incident thereto. No Owner of a unit shall repair or restore any motor vehicle, boat, trailer, aircraft or other vehicle of any portion of any lot, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No Owner shall park a vehicle on his parking garage driveway, attached to his unit, in such a manner that the vehicle extends into the street.

ARTICLE XI  
Commercial Lot Use Restrictions

Commercial Lots shall be used and occupied only as follows:

- A. No noxious or offensive activity or nuisance shall be carried on, in or about any Commercial Lot, unit or Common Area.
- B. Nothing shall be done or kept on a Commercial Lot or on or about the Common Area or drainage easement(s) which would increase the rate of insurance relating thereto without the prior written consent of the Association and no Owner shall permit anything to be done or kept on his lot or on the Common Area which would result in the cancellation of insurance on any Commercial Lot or on any part of the Common Area or which would be in violation of any law.
- C. No swimming or motorized boating is allowed lake, canal or body of water within or contiguous to the Commercial property.
- D. The provision of Article VII hereof pertaining to Architectural Control shall not be applicable to Commercial Lots.
- E. Nothing shall be altered in, constructed on or removed from the Common Area or drainage and conservation area, except with the written consent of the Association.
- F. It is the intent of these Covenants, Conditions and Restrictions that in the event of a conflict between same and any covenant, condition or restriction of a governmental agency imposing similar covenants, conditions and restrictions that the more strict or restrictive provisions shall apply.



G. If the parties hereto, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons or the Association owning any real property situated in said development or Subdivision herein to prosecute any proceedings at law or in equity against the person or persons violating the same, the prevailing party shall be entitled to recover all costs incurred therein including reasonable attorneys fees incurred in any Court proceeding including appellate actions.

H. Any Owner of a Commercial building who has suffered damages to his building by reason of fire or other casualty may apply to the Developer for the reconstruction, rebuilding or repair of said building in a manner which will provide an exterior appearance and design different from that which existed prior to the date of the casualty. Application for any such approval shall be made in writing by the Owner, together with full and complete plans, specifications, working drawings and elevations, showing the proposed reconstruction and the end result thereof. The Developer shall grant approval only if the design proposed by the Owner shall result in a finished commercial building of exterior design harmonious with the other commercial buildings in the Subdivision. Developer may assign this right of approval to a third party as Developer deems appropriate.

## ARTICLE XII General Provisions

SECTION 1. Enforcement. The Association, Developer, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and the party enforcing same shall be entitled to recover all court costs and reasonable attorneys fees whether incurred prior to litigation, for trial or appeal. Failure by the Association, Developer, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

SECTION 3. Duration. The covenants and restrictions of this Declaration shall run with the land for a term of twenty-five (25) years from the date that the Declaration is recorded.

SECTION 4. Amendments. This Declaration may be amended during the twenty-five (25) year period by an instrument signed by two-thirds or more of all the lot owners. Any amendment must be recorded upon the public records of Pasco County, Florida, with the formalities necessary to the recordation of a deed.

SECTION 5. Commercial Zoning. Certain properties located within Fairway described in Exhibit "A" are zoned commercial. In the event Developer determines to utilize said property for residential purposes, the Developer shall have the option to include said property as a part of the residential development and impose the provision contained herein upon said property.

SECTION 6. Developer. Anything herein to the contrary notwithstanding during the time that Developer is actively developing or selling the Subdivision or the remaining lands described in Exhibit "A", or any property hereafter annexed, Developer reserves the right to amend this Declaration, the Articles of Incorporation and the By-laws of the Association in any manner whatsoever; provided, however, that Developer may not alter the character of the development as residential, nor may Developer delete any Common Area designated, submitted or committed to common usage. Developer's rights hereunder may be assigned to any successor to all or any part of Developer's interest in the Subdivision or the land described in Exhibit "A".

Section 7. Property Not Submitted. Any part of the property described in Exhibit "A" which is not made subject to these covenants may nevertheless be entitled to the non-exclusive use and benefit of private roads, Common Areas, utility and drainage systems within the Subdivision, provided that the Owners and/or occupants of said lands contribute to the cost of maintenance of the roads, Common Area, utility and drainage systems on a fair and equitable basis with the members of the Association.

Section 8. Withdrawal of Property. Any property that at any time may be submitted pursuant to the terms of the Declaration or any amendments thereto, may be withdrawn therefrom by Developer during the time that it owns such property provided that such withdrawal shall not isolate any lands remaining subject to this Declaration or amendments thereto.

### ARTICLE XIII Annexation

The Developer may be permitted to annex any additional property and Common Area, including but not limited to the additional lands within the area designated in Exhibit "A" attached hereto, in whole or in part, without the consent of the Association, Owners or Mortgagees, within fifteen (15) years of the date of the recordation of this instrument. Any such additional property shall become subject to the provisions of the Articles of Incorporation; Declaration of Covenants, Conditions and Restrictions; and the By-laws upon the filing of an amendment to the Declaration of Covenants, Conditions and Restrictions in the Public Records of Pasco County, Florida which said amendment shall be properly executed and acknowledged by the Developer, only, and shall not require the consent of the Association, Owners and/or Mortgagees. The amendment may contain such complementary additions and/or modifications of the Covenants of this Declaration as may be determined by the Developer provided that such additions and/or modifications are not substantially inconsistent with the Declaration.

Any such additional properties shall not be subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions, nor shall same constitute a cloud or encumbrance upon the title of said properties, until an amendment or amendments to the Declaration of Covenants, Conditions and Restrictions is/are recorded among the public record of Pasco County, Florida, from time to time.

ARTICLE XIV  
Master Association

SECTION 1. The subject property is a portion of a larger tract of land commonly referred to and known as "Beacon Woods East" (hereinafter referred to as "Parent Tract"). Pursuant to the development of the Parent Tract, the developer thereof has heretofore executed and recorded a Master Declaration for Beacon Woods East, the same being recorded in the Public Records of Pasco County, Florida at O.R. Book 1710, Page 0165 (hereinafter referred to as "Master Declaration"). The Master Association was created and organized in order to perform certain duties and responsibilities and in order to operate, maintain and preserve certain lands and facilities, all as described in the Master Declaration. Pursuant to that certain Agreement between the Master Association, Beacon Homes Ltd., a Florida Limited Partnership, the developer of the Parent Tract, and the owner as defined herein, certain obligations and benefits were created effecting the property subject to this Declaration. Said Agreement is recorded in O.R. Book 1739, Page 0327, Public Records of Pasco County, Florida. In accordance with said Agreement, Fairway Oaks Homeowners' Association, Inc. has the right and the obligation to collect the operations fee from and against the properties subject to this Declaration and to remit such fees to the Master Association. Furthermore, the Fairway Oaks Homeowners' Association, Inc. and/or the Master Association shall have the right, in the event of non-payment by the owner of a lot, commercial lot or unit as defined herein, to record a claim of lien in the Public Records of Pasco County, Florida, and to foreclose that lien in the manner in which a mortgage may be foreclosed. The lien right granted therein and herein shall be in addition to the lien right granted to the Master Association pursuant to the "Master Declaration". In addition to the lien rights established therein and herein, the payment of the operation fee shall be the personal liability of the owner. Any lien recorded hereunder shall be binding upon all subsequent owners; provided however, such lien shall be subordinate to the lien of the holder of any first mortgage upon any such property and in the event of a foreclosure thereof or a transfer to said holder by a Deed-in-Lieu of Foreclosure, said lien shall be extinguished. In the event of such extinguishment, said unpaid fee shall be deemed a common expense of all owners of portions of the real property and all owners, shared equally thereby, including the party acquiring the property or lot with respect to which said lien was extinguished. All of the platted real property described above and all property annexed hereto, shall further be held, sold and conveyed subject to the Agreement referenced herein, and the obligations thereof shall constitute covenants running with the land and shall be binding upon all parties having any right, title or interest therein, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

## EXHIBIT A

### LEGAL DESCRIPTIONS

FAIRWAY OAKS, UNIT ONE-A according to the plat thereof as recorded in Plat Book 27 Pages 61 through 62, Public Records of Pasco County, Florida.

FAIRWAY OAKS, UNIT ONE-B according to the plat thereof as recorded in Plat Book 27 Pages 95 through 100, Public Records of Pasco County, Florida.

FAIRWAY OAKS, UNIT TWO-A, according to the plat thereof as recorded in Plat Book 28, Pages 113 through 115, Public Records of Pasco County, Florida.

FAIRWAY OAKS, UNIT THREE-A, according to the plat thereof as recorded in Plat Book 29, Pages 29 through 34, Public Records of Pasco County, Florida.

FAIRWAY OAKS UNIT THREE-B, according to the plat thereof as recorded in Plat Book 35 pages 31 through 33, inclusive, Public Records of Pasco County, Florida.

FAIRWAY OAKS, UNIT FOUR, according to the plat thereof as recorded in plat Book 29, Pages 122 through 123, Public Records of Pasco County, Florida.

FAIRWAY OAKS, UNIT FIVE, according to the plat thereof as recorded in Plat Book 29, pages 137 through 140, Public Records of Pasco County, Florida.

FAIRWAY OAKS, UNIT SIX, according to the plat thereof as recorded in Plat Book 30, Pages 107 through 110, Public Records of Pasco County, Florida.

FAIRWAY OAKS UNIT SEVEN, according to the plat thereof as recorded in Plat Book 32, Pages 56 and 57, Public Records of Pasco County, Florida.

### EXXON PARCEL

A portion of the Northwest 1/4 of Section 36, Township 24 South, Range 16 East, Pasco County, Florida, being more particularly described as follows:

From the Northwest corner of said Section 36 as a point of reference; thence South 89°12'18" East, a distance of 15.00 feet; thence South 00°26'09" West, a distance of 985.84 feet; thence North 03°10'26" East, a distance of 230.26 feet to the Point of Beginning; thence North 00°26'09" East, a distance of 167.00 feet; thence South 89°42'55" East, a distance of 28.00 feet; thence North 00°26'09" East, a distance of 19.17 feet; thence North 54°29'55" East, a distance of 18.53 feet; thence South

89°42'55" East, a distance of 50.00 feet; thence North 00°26'09" East, a distance of 24.00 feet; thence South 89°42'55" East, a distance of 122.00 feet; thence South 00°26'09" West, a distance of 225.00 feet; thence North 89°42'55" West, a distance of 215.19 feet; thence North 03°10'26" East, a distance of 4.01 feet to the Point of Beginning.

#### LEGAL DESCRIPTION

A portion of the Northwest 1/4 of Section 36, Township 24 South, Range 16 East, Pasco County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 36; thence S 89°12'18" E, for 15.00 feet to a point on the easterly right-of-way line of Little Road; thence S 00°26'09" W along said right-of-way line, for 164.87 feet to the POINT OF BEGINNING; thence S 89°42'55" E, for 300.00 feet; thence S 00°26'09" W, for 250.00 feet to a point on the northerly right-of-way line of HUDSON AVENUE PHASE 2 as recorded in Plat Book 26, Pages 128 through 131, Public Records of Pasco County, Florida; thence N 89°42'55" W along said northerly right-of-way line, for 196.00 feet; thence departing said northerly right-of-way line and along that parcel of land known as the "Fairway Oaks - North Entrance Parcel" the following five (5) courses; (1) N 00°26'09" E, for 24.00 feet; (2) thence N 89°42'55" W, for 50.00 feet; (3) thence N 53°49' 33" W, for 18.48 feet; (4) thence N 00° 26'09" E, for 19.17 feet; (5) thence N 89°42'55" W, for 39.00 feet to a point on the easterly right-of-way line of Little Road; thence N 00°26'08" E along said right-of-way line, for 196.00 feet to the POINT OF BEGINNING.

Containing 1,636 acres, more or less.