OFFICIAL RECORDS
BK: 2145 PG: 268
Doc# 200510211 0
Hernando County, Florida
11/16/2005 2:13PM
KAREN NICOLAI, Clerk

PREPARED BY AND RETURN TO:
Christian F. O'Ryan, Esq.
Pennington, Moore, Wilkinson, Bell & Dunbar, P.A.
2701 N. Rocky Point Drive, Suite 900
Tampa, Florida 33607

SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA

SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR AVALON VILLAGE

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR AVALON VILLAGE (this "**Second Amendment**") is made by AVALON DEVELOPMENT, LLC, a Florida limited liability company ("**Developer**").

RECITALS

A. Developer recorded that certain DECLARATION OF COVENANTS AND RESTRICTIONS FOR AVALON VILLAGE in O.R. Book 2084 Page 1234 Public Records of Hernando County, Florida (the "**Original Declaration**") and the First Amendment to the Original Declaration in Official Records Book 2084 at Page 1337 of the Public Records of Hernando County, Florida (the "**First Amendment**"). This Second Amendment, together with the First Amendment and the Original Declaration shall hereinafter be collectively referred to as the "**Declaration**."

B. Developer reserved the right in the Declaration pursuant to Article XII, Section 12.5, to amend the Declaration without the approval or joinder of the Association or other Owners so long as the Developer is the Class B member.

C. As of the date of this Second Amendment, the Developer is the Class B member.

NOW THEREFORE, Developer hereby declares that every portion of AVALON VILLAGE is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

Words in the text which are lined through (~~———~~) indicate deletions from the present text; words in the text which are <u>underlined</u> indicate additions to the present text.

1. The foregoing Recitals are true and correct and are incorporated into and form a part of this Second Amendment.

2. In the event that there is a conflict between this Second Amendment and the Declaration, this Second Amendment shall control. Whenever possible, this Second

Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. Section 10.1 of the Declaration is hereby amended as follows:

Section 10.1 **Residential Use**. Except for construction activity, sale, and re-sale of a Lot, sale or re-sale of other property owned by Developer and administrative, marketing or sales offices of Developer or Builders, no commercial or business activity shall be conducted within Avalon Village. Lots subject to this Declaration may be used for residential dwellings and for no other purpose except that one or more Lots may be used for model homes during the development and sale of Lots within the Property or other properties. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No Lot shall be divided, subdivided or reduced in size without the prior written consent of the Developer. Assessments for common expenses attributable to any Lot which may be subdivided pursuant to this Section 10.1 shall be reallocated by the Developer, in its sole discretion, at the time written consent for such subdivision is given by the Developer. No garage shall be converted into a general living area. Garages may not be enclosed, modified or altered for use as any purpose other than the storage of vehicle(s).

5. Section 10.13 of the Declaration is hereby replaced in its entirety with the following:

Section 10.13 **Signs and Flags**. No sign (including garage sale signs, brokerage signs or for sale, lease or rent signs), advertisements, billboards, solicitation or advertising structures or materials of any kind shall be displayed or placed upon any Lot or within any dwelling constructed upon a Lot; provided, however, street numbers and signs identifying the Lot Owner by name shall be permitted. The Developer reserves an easement in favor of the Associations to enter upon a Lot and remove any sign which violates this Section and such entry shall not constitute a trespass. Except as provided below, no signs or advertising materials displaying the names or otherwise advertising the identity of contractors, subcontractors, real estate brokers or the like employed in connection with the construction, installation, alteration or other improvement upon, or the sale or leasing of a Lot and/or dwelling shall be permitted. No signs shall be permitted to be displayed on or within vehicles parked on or kept within the Property that are visible from the outside, including without limitation, lettering or display on a vehicle used in a trade or business. The prohibition on signs displayed on or within vehicles shall not apply to the temporary parking of commercial vehicles used for construction or repair services, pick-up and delivery services and other commercial services being provided to a Lot and/or Owner thereof, which do not remain overnight. Notwithstanding the terms and conditions of this Section, each Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner and, on Armed Forces Day, Memorial Day, Flag Day,

Independence Day, September 11 and Veterans Day may display portable, removable official flags, not larger than 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard, fire department or police department in a respectful manner. In-ground flag poles shall not be permitted unless prior approval is obtained from the ARB. The Developer and Builders are exempt from the requirements of this Section 10.13.

6. Section 10.15 of the Declaration is hereby replaced in its entirety with the following:

Section 10.15 **Animals**. No animals, livestock, poultry, or pets of any kind shall be raised, bred, or kept on any Lot. Notwithstanding the foregoing, other than vicious breeds and/or uninsurable pets (e.g., pets that create policy coverage exclusions under insurance policies purchased by the Association or pets that cause increases in insurance policy premiums under insurance policies purchased by the Association), Owners may keep domestic pets as permitted by this Declaration except that not more than two (2) of such pets may be dogs, and provided further that they are not kept, bred, or maintained for any commercial purposes. An Owner with more than two (2) dogs at the time such Owner moves into a residence within the Properties may retain such dogs until their numbers are reduced to two, after which the Lot shall be limited to two (2) dogs. Such household pets must not constitute a nuisance or cause unsanitary conditions. For the purposes of this Section, pets shall be deemed to constitute a nuisance if they create excessive or disturbing noises, whether by barking or otherwise, or if the pet has shown any violent or aggressive behavior or otherwise poses a danger to the health, safety, or welfare of any person. Animals that have attacked or bitten any person or another person's pet shall constitute a nuisance and shall not be kept on any Lot. All pets must be kept on leashes or within secure enclosures when out of doors. For purposes of this Section, invisible electronic fences are not deemed to be fences in compliance herewith. The foregoing expression of specific behaviors that shall constitute a nuisance shall in no way limit the determination that other behaviors also constitute a nuisance. Any pet in violation of this section shall be brought into compliance within twenty-four (24) hours of notice by the Board, including without limitation, the removal of the pet from the Properties if the pet has attacked or bitten a person or other person's pet. Maintenance and keeping of pets on the Property and in any residence may be otherwise regulated in any manner, consistent herewith, by Association rules as may from time to time be established by the Board of the Association.

7. Section 10.17 of the Declaration is hereby amended as follows:

Section 10.17 **Fences**. Except as approved by the Developer as part of Initial Construction, or as subsequently approved by the ARB, no fence, wall or other barrier shall be constructed upon any Lot or any other portion of the Property. Notwithstanding the foregoing, the ARB shall not consider or approve any fencing of any Lot bordering on any water pond other than black or bronze aluminum fencing with a maximum height of four (4) feet. Notwithstanding anything to the contrary herein, due

to concerns raised by local governmental agencies with regard to access to Lots or dwellings in the ~~vent~~ event of an emergency, for Lots enclosed with fencing or walls, a minimum of one gate per Lot must be provided to allow access to side yards.

8. Section 10.26 is hereby added to the Declaration:

Section 10.26 **Outside Utilities.** All utility fixtures, wells, pool pumps, trash receptacles and similar items which are located on the exterior of any dwelling shall be landscaped so as not to be visible from any adjacent Lot or the street.

9. Section 10.27 is hereby added to the Declaration:

Section 10.27 **Decorations.** No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles that are visible from the street shall be installed or placed within or upon any Lot without the prior written approval of the ARB. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the dwelling and upon the Lot in the manner permitted hereunder commencing on Thanksgiving and shall be removed not later than January 15th of the following year. The ARB may establish standards for holiday lights. The ARB may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Lot).

10. Section 10.28 is hereby added to the Declaration:

Section 10.28 **Swimming Poo's.** No above ground swimming pools shall be constructed on any Lot.

11. Section 10.29 is hereby added to the Declaration:

Section 10.29 Play Equipment, Etc. Swing sets and similar sporting or playground equipment may be erected or placed on Lots, subject to the approvals of the ARB.

12. Section 14.1 of the Declaration is hereby amended as follows:

Section 14.1 **Neighborhood Designation.** Certain Lots within the Property may be located within a designated a Neighborhood. This Declaration or a Supplemental Declaration submitting additional property to this Declaration may designate the property to a Neighborhood (by name, tract, lots or other identifying designation), which Neighborhood may be then existing or newly created. So long as it has the right to subject additional property to this Declaration, the Developer may unilaterally amend this Declaration or any Supplemental Declaration to designate Neighborhood boundaries; provided, two or more existing Neighborhoods shall not be combined without the consent of Owners of more than 50% of the voting interests in the affected Neighborhoods. ~~BY SUPPLEMENTAL DECLARATION~~ THE DEVELOPER ~~INTENDS TO DESIGNATE CERTAIN LOTS IN THE RECORDED PLAT~~ DESIGNATES THE

FOLLOWING LOTS AS THE "CARLISLE PLACE NEIGHBORHOOD" AND THE OWNERS OF SUCH LOTS SHALL BE CLASS C MEMBERS:

Block 28, Lots 1-3, Block 29, Lots 1-3, Block 30, Lots 1-4 and Lots 9-12, Block 31, Lots 1-6, Block 32, Lots 1-5, Block 33, Lots 1-14 of VILLAGES AT AVALON PHASE 1, located in Sections 34, Township 28 South, Range 18 East, as shown on Plat recorded in Plat Book 36, Page 24, Public Records of Hernando County, Florida.

13. Section 14.6 is hereby added to the Declaration:

Section 14.6 **Design Guidelines for Carlisle Place Neighborhood**. All Lots and dwellings constructed thereon within the Carlisle Place Neighborhood are subject to the following guidelines:

(a) The front doors of dwellings shall be a minimum of eight feet (8') in height.

(b) The roof pitch of any dwelling shall be a minimum of six inches (6") rise over twelve inch (12") run.

(c) No aluminum or vinyl siding shall be used in the body of a dwelling, but shall be permitted for soffit and entry ceiling use only.

(d) Concrete block construction only shall be utilized for any dwelling, but in the event of a two (2) story dwelling, wood framing may be used on the second (2^{nd}) story only.

(e) No metal roofing material shall be permitted for any dwelling.

(f) Authorized roofing materials shall include tile, slat and dimensional 30 (or more) asphalt shingles. All materials subject to color selection.

(g) No flat roofs shall be permitted.

(h) Only Carlisle Place standard mailboxes shall be permitted (as depicted in the attached Schedule 1).

(i) One (1) story dwellings shall be a minimum of 2,800 square feet.

(j) Two (2) story dwellings shall be a minimum of 3,200 square feet.

Square footage minimums required in this Section 14.6 refer to heated/air conditioned square footages and not total square footages under roof. Notwithstanding the

foregoing guidelines, nothing contained in this Section 14.6 shall diminish the powers and duties of the ARB pursuant to Article VI hereof.

14. This Second Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 3 day of November 2005.

WITNESSES:

Print Name: Tammie B. Griffith

Print Name: Andrew J. Goulish

"DEVELOPER"

AVALON DEVELOPMENT, LLC,
a Florida limited liability company

By: Stokes and Griffith Properties, LLC
Its: Managing Member

By: R Scott Griffith
Name: R Scott Griffith
Title: Managing Member
Date: 11.3.05

(Seal)

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 3 day of November, 2005, by Stoke and Griffith Properties, LLC, a Florida limited liability company, by R. Scott Griffith, as Managing Member of AVALON DEVELOPMENT, LLC, a Florida limited liability company, on behalf of the company. Said person (check one) ☐ is personally known to me or ☐ produced Florida Drivers License as identification.

ELIZABETH K SARTIN
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD446186
EXPIRES 8/18/2009
BONDED THRU 1-888-NOTARY1

Print Name: Elizabeth K. Sartin
Notary Public, State of Florida
Commission No.: DD446186
My Commission Expires:

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Doc# 2005071996
Hernando County, Florida
08/18/2005 9:23AM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2084 PG: 1337

PREPARED BY AND RETURN TO:
Christian F. O'Ryan, Esq.
Pennington, Moore, Wilkinson, Bell & Dunbar, P.A.
2701 N. Rocky Point Drive, Suite 930
Tampa, Florida 33607

----------SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA----------

FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR AVALON VILLAGE

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR AVALON VILLAGE (this "**First Amendment**") is made by AVALON DEVELOPMENT, LLC, a Florida limited liability company ("**Developer**").

RECITALS

A. Developer recorded that certain DECLARATION OF COVENANTS AND RESTRICTIONS FOR AVALON VILLAGE in O.R. Book 2084, Page 1236, Public Records of Hernando County, Florida (the "**Original Declaration**"). This First Amendment, together with the Original Declaration shall hereinafter be collectively referred to as the "**Declaration**."

B. Developer reserved the right in the Declaration pursuant to Article XII, Section 12.5, to amend the Declaration without the approval or joinder of the Association or other Owners so long as the Developer is the Class B member.

C. As of the date of this First Amendment, the Developer is the Class B member.

NOW THEREFORE, Developer hereby declares that every portion of AVALON VILLAGE is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

Words in the text which are lined through (~~———~~) indicate deletions from the present text; words in the text which are underlined indicate additions to the present text.

1. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.

2. In the event that there is a conflict between this First Amendment and the Original Declaration, this First Amendment shall control. Whenever possible, this First Amendment and the Original Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. Article VII, Section 7.1 of the Declaration is hereby amended as follows:

Section 7.1 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Lot within the Property hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments, any telecommunication assessments, any special assessments and the Neighborhood Assessments established and collected as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot against which each such assessment is made, and shall also be the personal obligation of each Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

5. Article VII, Section 7.9 is hereby added to the Declaration as follows:

Section 7.9 **Telecommunication Assessment.** A monthly assessment (the "Telecommunication Assessment") shall be paid by each Owner for the provision of Telecommunication Services to Owner's Lot through Bulk Service Agreements as set forth in Section 9.5 of this Declaration, such assessment to mean the fee and any applicable taxes, franchise fees, surcharges or other amount that may be charged by the service provider for provision of Telecommunication Services. The Telecommunication Assessment may be billed separately from other assessments levied by the Association, shall be in addition to the other assessments set forth in this Declaration, and shall be subject to the terms and conditions applicable to Assessments contained in this Article 7 as applicable. No Owner may be exempted from liability for the Telecommunication Assessment by reason of waiver of the use or enjoyment of the Telecommunication Services.

6. Article VIII, Section 9.5 is hereby added to the Declaration as follows:

Section 9.5 **Telecommunication Service.** Developer has entered into an agreement with an infrastructure facilities provider ("IFP") for the installation within Avalon Village of facilities and equipment (the "Infrastructure") to provide cable television, high speed internet/intranet, local and long distance telephone services, security monitoring services and/or other telecommunication services (the "Telecommunication Services") and the arrangement for the provision of Telecommunication Services to Owners and the Association pursuant to bulk service agreements ("Bulk Service Agreements") with one or more service providers designated by IFP. Developer expressly reserves the right to enter into exclusive or non-exclusive agreements for Infrastructure and Telecommunication Services on such terms, and with

affiliated or non-affiliated third parties, as may be determined by Developer in its sole discretion.

Owner understands and acknowledges that any such Bulk Service Agreements may require mandatory participation by all Owners and may result in charges to the Association which are included in the assessments levied by the Association (the "Telecommunication Assessment"). By taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners to pay the Telecommunication Assessment.

In order to make available to Owners state of the art Infrastructure and Telecommunication Services, an exclusive easement (the "Communication Easement") over the Property (inclusive of Common Areas now existing or hereafter created) has been granted to the IFP and will be made available as necessary to service providers designated by the IFP for the provision of Telecommunication Services. The Association acknowledges the Communication Easement and its applicability to the Property and the Common Areas now existing and which may be established from time to time. The Association also shall be responsible for fulfilling its obligations under each Bulk Service Agreement and any agreement between the Association and IFP with respect to the provision of Infrastructure and the arrangement for the provision of Telecommunication Services to Avalon Village. The Association and each Owner acknowledge that provision of Telecommunication Services pursuant to Bulk Service Agreements shall be subject to usage policies and minimum equipment requirements of the service providers with respect to the services provided.

7. Article XI, Section 11.4 of the Declaration is hereby amended as follows:

Section 11.4 ~~Cable Television or Radio~~Telecommunication Services. Developer reserves for itself, and its successors and assigns, an exclusive easement for the installation, maintenance and supply of radio, telephone and television cables as well as any other equipment and infrastructure for the provision of cable television, high speed internet/intranet, local and long distance telephone services, security monitoring services and/or other telecommunication services within the rights of way and easement areas depicted upon any plat of any portion of the Property or within any easement reserved by this Declaration.

8. Article XII, Section 12.1.1 of the Declaration is hereby amended as follows:

12.1.1 If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer, or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant; or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. The ACOE and the SWFWMD shall have the right to enforce, by a proceeding at law or in

equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System and/or jurisdictional wetlands or conservation areas subject to the control of the ACOE or SWFWMD, and it shall be the Association's responsibility to assist the ACOE, the SWFWMD or both in any such enforcement proceedings. The Developer and the IFP shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the installation of Infrastructure, the provision of Telecommunication Services and assessments related thereto, and it shall be the Association's responsibility to assist the Developer and the IFP, or both, in any such enforcement proceedings. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorney's fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

9. Article XII, Section 12.5(d) is hereby added to the Declaration as follows:

(d) Any amendment to this Declaration which alters any provision relating to the Telecommunication Services or the Telecommunication Assessments must have the prior written approval of the Developer and the IFP.

10. This First Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this ___ day of _____, 2005.

[SIGNATURE AND NOTARY JURAT APPEAR ON THE FOLLOWING PAGE]

WITNESSES:

"DEVELOPER"

AVALON DEVELOPMENT, LLC,
a Florida limited liability company

Joy L LaWarre

Print Name: Joy L LaWarre

Tamara A. Farnell

Print Name: TAMARA A. FARNELL

By: John C. Kunkel
Name: JOHN C. KUNKEL
Title: VICE PRESIDENT
Date: 8/4/05

(Seal)

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 4th day of August, 2005, by John C Kunkel, as Vice President of AVALON DEVELOPMENT, LLC, a Florida limited liability company, on behalf of the company. Said person (check one) ~~is personally~~ known to me or ☐ produced _____ as identification.

Joy L LaWarre

Print Name:
Notary Public, State of Florida
Commission No.:
My Commission Expires:

JOY L LAWARRE
MY COMMISSION # DD 081550
EXPIRES: February 16, 2006
Bonded Thru Notary Public Underwriters

S:\JayZ\Clients\Avalon Developement\Tract D\Amendments\1st Amendment.doc

CONSENT AND JOINDER BY MORTGAGEE
RE: FIRST AMENDMENT

The undersigned, Union Bank of Florida n/k/a Colonial Bank, N.A., a bank having an office at 1580 Sawgrass Corporate Parkway, Suite 310, Sunrise, Florida 33323, the Mortgagee under that certain Mortgage and Security Agreement from Avalon Development, LLC dated December 23, 2003 and recorded December 31, 2003 at Official Records Book 1776, Page 458, of the public records of Hernando County, Florida, hereby consents and joins to the foregoing First Amendment, and subordinates its lien under the Mortgage to the terms and conditions thereof.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its proper officer, duly authorized, and its seal to be affixed hereto this 3 day of August, 2005.

Signed and sealed in the presence of:

Nadine Deluca
Nadine Deluca
(Printed Name)

Margaret Garcia
Margaret Garcia.
(Printed Name)

COLONIAL BANK, N.A.

By: [signature]
Name: Bernadette Mazza
Its: Senior Vice President

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 3 day of August, 2005, by Bernadette Mazza, as the Sr. Vice Pres. of Colonial Bank, N.A., a bank, for and on behalf of said bank, and who ✓ is personally known to me or _____ has provided _____ as identification.

(Notary Seal must be affixed)

NADINE E. DELUCA
MY COMMISSION # DD 178626
EXPIRES: February 4, 2007
1-3-NOTARY FL Notary Service & Bonding, Inc.

Nadine E. Deluca
(Signature of Notary)
Nadine E. Deluca
(Printed Name of Notary)
Notary Public, State of Florida
My Commission Expires: 2/4/07
Commission No. DD178626

Doc# 2005071987
Hernando County, Florida
08/18/2005 9:17AM
KAREN NICOLAI, Clerk
RECORDING FEES $ 571.00
08/18/2005 Deputy Clk

OFFICIAL RECORDS
BK: 2084 PG: 1236

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

AVALON VILLAGE

R THIS DOCUMENT PREPARED BY:
Mallory Gayle Holm, Esq.
Mallory Gayle Holm, P.A.
4315 Pablo Oaks Court
Jacksonville, FL 32224

INDEX OF DECLARATION OF COVENANTS AND RESTRICTIONS FOR AVALON VILLAGE

DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
AVALON VILLAGE

THIS DECLARATION is made this 16th day of June, 2005, by Avalon Development, LLC, a Florida limited liability company (the "Developer"), which declares that the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), which is owned by the Developer, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title or interest in the Property or any part thereof.

ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 **Mutuality**. The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 1.2 **Benefits and Burdens**. Every person who is or becomes an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE II
DEFINITIONS

The following words, when used in this Declaration shall have the following meanings:

Section 2.1 **Association**. The Homeowners' Association of Avalon Village, Inc., a Florida corporation not-for-profit. This is the Declaration to which the Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association make reference. Copies of the Articles and Bylaws are attached as Exhibits B and C, respectively.

Section 2.2 **Board**. The Board of Directors of the Association.

Section 2.3 **Common Area**. All real property (including easements, licenses and rights to use real property) and personal property located within or adjacent to the Property, if any, which is owned by the Developer, or by the Association, and which the Developer has designated for the common use of the Owners by reference thereto in this Section 2.3, or by recording a Supplementary Declaration, pursuant to the terms of Section 5.3 hereof. The Common Area initially designated by the Developer shall consist of the real property (and interests therein) more particularly described on Exhibit D attached hereto and made a part hereof together with all improvements constructed therein by Developer, but not owned or maintained by a public or private utility company. In the event that, in accordance with Section 3.2 or 5.3 a Supplemental Declaration is recorded in the public records of Hernando County, Florida, then immediately upon the filing of any such Supplemental Declaration in the public records of Hernando County, Florida, such supplement shall be effective and any and all references to the Property and/or the Common Area shall, from and after such effectiveness, be deemed to include and refer to the Property and/or the Common Area as expanded in such Supplemental Declaration. The term "Common Areas" shall include Exclusive Common Areas as defined herein.

Section 2.4 **Developer**. Avalon Development, LLC and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to Avalon Development, LLC as the Developer of the Property is not intended and shall not be construed, to impose upon Avalon Development, LLC any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots or parcels within the Property from Avalon Development, LLC and develop and resell the same.

Section 2.5 **Limited Common Area**. The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved road surface (as it may exist from time to time) and between the rear Lot line and the nearest shore line of any lake contiguous to or within twenty (20) feet of the Lot, within the area bounded by the extension of the side Lot lines, together with any portion of the Property contiguous to a Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. Any question concerning the boundary of a Limited Common Area shall be determined by the Board of Directors of the Association.

Section 2.6 **Lot**. Any platted Lot or any other parcel of real property located within the Property, on which one or more residential dwellings have been or could be constructed.

Section 2.7 **Owner**. The record owner or owners of any Lot.

Section 2.8 **Property or Subdivision**. The real property described on the attached Exhibit A and such additions and deletions thereto as may be made in

accordance with the provisions of Sections 3.2, 3.3, or 5.3 of this Declaration. In the event that, in accordance with Section 3.2, 3.3, or 5.3 a Supplemental Declaration is recorded in the public records of Hernando County, Florida, then immediately upon the filing of any such Supplemental Declaration in the public records of Hernando County, Florida, such supplement shall be effective and any and all references to the Property and/or the Common Area shall, from and after such effectiveness, be deemed to include and refer to the Property and/or the Common Area as expanded or reduced in such Supplemental Declaration, and the legal description of the Property or the Common Area shall be as amended by such Supplemental Declaration.

Section 2.9 **PUD**. Planned Unit Development Resolution #2003-227 as the same may be amended from time to time.

Section 2.10 **Surface Water or Stormwater Management System**. A system which is designed and constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C. or regulations of similar import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area and shall include any drainage swales located within the Property.

Section 2.11 **Builder**. Builder shall mean contractors and subcontractors which are licensed in the State of Florida and/or the Hernando County to engage in the business of residential building and construction that have been approved in writing by the Developer as being otherwise acceptable to Developer to perform building and construction work within Avalon Village.

Section 2.12 **Exclusive Common Area**. Exclusive Common Area shall mean and refer to a portion of the Common Area primarily benefiting one or more, but less than all, Neighborhoods, as more particularly described in Article XIII.

Section 2.13 **Neighborhood**. Neighborhood shall mean and refer to a group of Lots designated in a this Declaration or in a Supplemental Declaration(s) by the Developer as a separate Neighborhood for purposes of sharing Exclusive Common Areas and/or receiving other benefits or services from the Association which are not provided to all Lots within the Property. A Neighborhood may be comprised of more than one housing type and may include noncontiguous parcels of property.

Section 2.14 **Neighborhood Assessments**. Neighborhood Assessments shall mean and refer to assessments levied against the Lots in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses.

Section 2.15 **Neighborhood Expenses**. Neighborhood Expenses shall mean

and refer to the actual and estimated expenses which the Association incurs or expects to incur for the benefit of Owners of Lots within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements and a reasonable administrative charge, as may specifically be authorized pursuant to this Declaration or in the Supplemental Declaration(s) applicable to such Neighborhood(s).

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS AND DELETIONS

Section 3.1 **No Implied Extension of Covenants**. Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit A and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 **Additional Lands**. Developer may, but shall not be obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration) from time to time. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of Hernando County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property. Immediately upon the filing of any such Supplemental Declaration in the public records of Hernando County, Florida, such supplement shall be effective and any and all references to the Property shall from and after such effectiveness, be deemed to include and refer to the Property as expanded in such Supplemental Declaration.

Section 3.3 **Withdrawal of Lands**. Developer may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of Hernando County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn, and upon filing, any and all references to the Property shall from and after such filing, be deemed to include and refer to the Property as reduced by such Supplemental Declaration. The right of Developer to withdraw portions of the Property shall not apply to any Lot which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. Upon the Developer's request, the consent and joinder of each and

every Owner to such withdrawal, if any, shall not be unreasonably withheld. The withdrawal of any portion of the Property shall not require the consent or joinder of any other party (including, without limitation, Association, Owners, or any lenders of any portion of the Property). Association shall have no right to withdraw land from the Property.

ARTICLE IV
THE ASSOCIATION

Section 4.1 **Membership**. Each Owner, including the Developer (at all times so long as it owns any part of the Property), shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot.

Section 4.2 **Classes and Voting**. The Association shall have two classes of membership, provided that any vote taken will be by vote of the entire membership and not a vote by class:

(a) **Class A Members**. The Class A Members shall be all Owners, with the exception of the Developer and the Class C Members, who shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members of the Association. However, the vote for any such Lot shall be exercised as the Owners thereof shall determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) **Class B Members**. The Class B Member shall be the Developer who shall be entitled to three (3) votes for each Lot owned by the Developer. 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:

(i) December 31, 2020;

(ii) Three (3) months after ninety percent (90%) of the Lots have been conveyed to members of the Association other than the Developer; or

(iii) Such earlier date as the Developer may choose to terminate the Class B Membership upon notice to the Association.

(c) **Class C Members**. The Class C Members shall be all Owners of Lots within the Carlisle Place Neighborhood, with the exception of the Developer, who shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members of the Association. However, the vote for any such Lot shall be exercised as the Owners thereof shall determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE V
COMMON AREA RIGHTS

Section 5.1 **Conveyance of Common Area**. Developer agrees that all of the Common Area owned by Developer shall be conveyed to the Association, subject to covenants, easements, restrictions and other matters of record, before the date which is ninety (90) days following the conveyance of the last Lot owned by the Developer to any party. Upon the recordation of any deed or deeds conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

Section 5.2 **Owners' Easement of Enjoyment**. Each Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

(a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner) to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility; provided however, the Common Area may not be mortgaged or conveyed free and clear of the provisions of this Declaration without the approval of Members holding two-thirds (2/3) of the total votes that are allocated to the Association's members;

(b) All provisions of this Declaration, any plat of all or any parts of the Property, governmental restrictions, including the provisions of the PUD;

(c) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Developer or the Association;

(d) The rights of the Developer under Sections 3.2, 3.3, or 5.3 to add to or withdraw land from the Property and/or the Common Area;

(e) Easements, restrictions, agreements and other matters of record.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's Lot into the portions of the Common Area included within the Surface Water or Stormwater Management System does not create any right of access by any Owner to such

portions of the Common Area over any other Owner's Lot or other privately owned portions of the Subdivision.

Section 5.3 **Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area**. Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area. For so long as the Developer shall own any Lot, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Developer's sole discretion. Addition of land to and withdrawal of land from the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of Hernando County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owners in such land. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.3 hereof, or subsequently designated as such by the Developer pursuant to Section 2.3 hereof and/or this Section 5.3, even if the Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 5.3, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments, or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area. In the event that, in accordance with this Section 5.3 a Supplemental Declaration is recorded in the public records of Hernando County, Florida, then immediately upon the filing of any such Supplemental Declaration in the public records of Hernando County, Florida, such supplement shall be effective and any and all references to the Common Area shall, from and after such effectiveness, be deemed to include and refer to the Common Area as expanded or reduced in such Supplemental Declaration.

Section 5.4 **Maintenance of Common Area and Compliance with Applicable Permits**. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Area and any improvements (including, without limitation, streets and sidewalks thereon) and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Area, if any. The Association shall maintain all lakes, swales, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers ("ACOE"), Florida Department of Environmental Protection ("FDEP"), Southwest Florida Water Management District ("SWFWMD"), and Hernando County, Florida and all statutes,

rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the SWFWMD, the FDEP, and all other local, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Common Area designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other surface water, or stormwater management capabilities as permitted by the SWFWMD. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the SWFWMD. The Association shall maintain any Neighborhood Exclusive Common Areas. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 5.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

Section 5.5 **Easement for Maintenance Purposes**. The Developer hereby grants to the Association and its successors, assigns, agents, and contractors, a perpetual easement in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the Common Area, including the Surface Water or Storm Water Management System, or other portions of Property to be maintained by Association, in accordance with the requirements of this Declaration. By the easement granted hereby, the Association and its successors, assigns, agents and contractors, shall have the right to enter upon any portion of any Lot which is included within the Surface Water or Storm Water Management System, at all reasonable times and in a reasonable manner, to operate, maintain or repair the Surface Water or Storm Water Management System as required by the SWFWMD. The easement granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

ARTICLE VI
ARCHITECTURAL CONTROL

Section 6.1 **Architectural Review and Approval**. Except for the initial construction of residential dwellings and related structures, landscaping, and other improvements ("Initial Construction"), no landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, sewer,

drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Association. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with architectural criteria which may be imposed from time to time by the Developer or the Association. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the Architectural Review Board ("ARB") and no plan or specification shall be deemed approved unless a written approval is granted by the ARB to the Owner submitting same. The ARB shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the ARB to the Owner submitting same. The term "Initial Construction" shall mean and include construction of improvements by a Builder in accordance with plans and specifications approved in advance by the Developer. Approval of a Builder's plans and specification shall only be required once for any model plan; provided, further, no plans or landscaping approval shall be required for the Initial Construction of the same model on another Lot.

Section 6.2 **Architectural Review Board**. The architectural review and control functions of the Association shall be administered and performed by the ARB, which shall consist of three (3) or five (5) members who need not be members of the Association. The Board of Directors of the Association shall have the right to appoint all of the members of the ARB. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors.

Section 6.3 **Powers and Duties of the ARB**. The ARB shall have the following powers and duties:

(a) To recommend amendments to the architectural criteria to the Board at such time as the Board shall have the right to adopt or amend architectural criteria for the Property. For so long as the Developer shall be entitled to elect or appoint a majority of the members of the Board, only the Developer shall have the right to promulgate, amend, eliminate, or replace architectural criteria applicable to architectural review to be conducted by the Association. At such time as members of the Association shall elect a majority of the members of the Board, such architectural criteria shall be promulgated, amended, eliminated, or replaced by the Board. Any amendment of the architectural criteria shall be consistent with the provisions of this Declaration. Notice of any amendment to the architectural criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of

any amendment to the architectural criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the architectural criteria, or any amendment thereto, to be recorded.

(b) To require submission to the ARB of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval of the ARB pursuant to this Article VI. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria.

(c) To approve or disapprove in accordance with the provisions of this Article VI, any improvements or structures of any kind (other than Initial Construction), or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB may, but need not be evidenced by a certificate in recordable form executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon review of any such decision shall be dispositive.

(d) To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association at the time that plans and specifications are submitted to the ARB.

Section 6.4 **Review of Initial Construction by Developer**. No Initial Construction shall be commenced upon any Lot unless and until the plans, specifications and location of the same have been submitted to, and approved by, the Developer in writing. All plans and specifications shall be evaluated as to visual and acoustical privacy, as to harmony of external design and location in relation to surrounding structures, if any, topography, existing trees and other natural vegetation, and as to consistency with this Declaration and architectural criteria made applicable to Initial Construction by the Developer from time to time; provided, however, a Builder's Initial Construction plans and specifications approved by the Developer shall not be subject to subsequent review in the event that the Developer modifies or changes applicable architectural criteria.

Section 6.5 **Variance**. The Developer, and the ARB may authorize variances from compliance with any architectural provisions this Declaration or applicable architectural criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Developer or ARB, as applicable. If such a variance was granted, no violation of the

covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provisions of this Declaration or applicable architectural criteria covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 6.6 **Limited Liability**. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer, the ARB, or the Association as contemplated by this Article VI, neither the Developer, the ARB, nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Developer, the ARB, or the Association.

ARTICLE VII
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 7.1 **Creation of the Lien and Personal Obligation of Assessments**. Each Owner of a Lot within the Property hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments, any special assessments and the Neighborhood Assessments established and collected as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot against which each such assessment is made, and shall also be the personal obligation of each Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

Section 7.2 **Purpose of Assessments**.

7.2.1 The annual assessments levied by the Association shall be used for the purposes of management and accounting fees, taxes, insurance, and utility charges relating to the Common Area, to fund the obligations of the Association set forth in Section 5.4 hereof, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the Common Area including, the Surface Water or Stormwater Management System. The maintenance responsibilities of the Association payable

through assessment of the Owners shall specifically include, but not be limited to, the perpetual maintenance of all retention ponds, drainage swales, and all other drainage and stormwater management improvements lying within the Property, and all other such improvements, constituting a part of the Surface Water or Stormwater Management System permitted or to be permitted by the Southwest Florida Water Management District (the "Surface Water Permit") including all operation, sampling, testing, monitoring and maintenance requirements as specified by the Surface Water Permit. Assessments collected by the Association to fund reserves shall be separately accounted for, it being the requirement of this Declaration that such funds shall be used exclusively for deferred maintenance of, or non-recurring expenses related to, the Common Area including the Surface Water or Stormwater Management System.

7.2.2 The Board of Directors may levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles, or the Bylaws.

Section 7.3 **Calculation and Collection of Assessments**. Annual assessments and Neighborhood Assessments shall be established by the Board of Directors based upon an annual budget. Each Owner's pro rata share of the total annual assessment or any special assessment shall be based upon the following calculations:

(a) Owners of Lots shall pay a pro rata share of annual and special assessments which shall be allocated among the Owners as provided in subparagraph (b) of this Section 7.3. From and after December 31, 2004, annual assessments may be decreased, or increased by an amount not to exceed fifteen percent (15%) of the prior annual assessment amount per Lot, such annual increases to be cumulative and self-operative. Further, by a vote of not less than a majority of the members of the Board of Directors, the foregoing assessment amount per Lot may be increased above the fifteen percent (15%) limitation set forth in this Section 7.3.

(b) All annual and special assessments shall be established at a uniform rate per Lot.

(c) The assessment obligations of each Owner other than the Developer shall commence upon the recordation of this Declaration in the current public records of Hernando County, Florida. Annual assessments shall be collectable in advance on a periodic basis established by the Board of Directors from time to time, which periodic basis shall not be less frequent than annually. Special assessments shall be collectible in advance in the manner established by the Board of Directors at the time such special assessments are authorized.

Section 7.4 **Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Developer**. The lien of the Association shall be effective from and after recording in the public records of Hernando County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include assessments which are due

and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as herein provided. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If the assessment is not paid within fifteen (15) days after the due date, the Board may impose a late fee of $25.00 per month (or such greater amount established by the Board), the assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. In the event the Association shall fail to bring such an action for collection of a delinquent assessment within thirty (30) days following receipt of written notice from any Owner demanding that such proceedings be commenced, such Owner shall be authorized to institute such proceedings. There shall be added to the amount of such delinquent assessment the costs of collection incurred by the Association, or such Owner, which shall specifically include without limitation reasonable attorneys' fees in preparation for and at trial, in preparation for or on appeal, and in bankruptcy. All payments on accounts shall be first applied to interest accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees, and then to the delinquent assessment payment first due. The allocation of payment described in the previous sentence shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

Section 7.5 **Subordination of Lien to Mortgages**. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the affected Lot by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. No sale or other transfer shall release any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that the lien is subordinate to a mortgage, shall be dispositive of any question of subordination.

Section 7.6 **Developer's Assessments**. Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Lots and other portions of the Property owned by the Developer shall not be subject to any annual or special assessments levied by the Association or to any lien for such assessments. During the Development Period, the Developer shall pay the balance of the actual operating expenses of the Association (excluding costs of major repairs, deferred maintenance, replacements and reserves) remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Developer shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development Period. The Development Period

shall begin upon the conveyance of the first Lot in the Property to an Owner other than the Developer and shall continue until (i) the Developer shall notify the Association that it will no longer pay for operating deficits of the Association; or (ii) the Class B Membership shall cease and be converted to Class A or Class C Membership, as applicable. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall thereafter be assessed at twenty-five percent (25%) of the annual assessment established for Lots owned by Class A or Class C Members, as applicable, other than Developer. Developer shall not be responsible for any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or Special Assessments. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots within the Property.

Section 7.7 **Acceleration of Assessments**. In the event of nonpayment of any assessment on or before the date when due, at its option, the Association may accelerate the assessments due to the end of the budget year, regardless of whether assessment installments are not yet due and payable, whereupon the entire budget year's assessments shall be immediately due and payable, and, at its option, the Association may declare all other sums, including interest and late fees, immediately due and payable.

Section 7.8 **Budgeting and Allocating Neighborhood Expenses**. The Board shall prepare a separate budget covering the estimated Neighborhood Expenses for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. The Association is hereby authorized to levy Neighborhood Assessments against all Lots in a Neighborhood to fund Neighborhood Expenses. Each such budget shall include any costs for additional services and any contribution to be made to a reserve fund adopted by the Board. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments, and the amount required to be generated through the levy of Neighborhood and special assessments in such Neighborhood. The Board may prepare a single budget for Neighborhoods with equal assessments and equal share of Exclusive Common Area.

ARTICLE VIII
EXTERIOR MAINTENANCE ASSESSMENT

Section 8.1 **Exterior Maintenance**. The Association may provide maintenance upon any Lot or Limited Common Area requiring same, when necessary in the opinion of the Association's Board of Directors to preserve the beauty, quality, or value of any or all portions of the Property. Such maintenance shall include but not be limited to painting, roof repair and replacement, repair of gutters, downspouts, and exterior building surfaces, and yard clean-up and yard maintenance. Each affected Owner shall have thirty (30) days within which to perform the required maintenance after being

notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.

Section 8.2 **Assessments of Costs**. The cost of any maintenance undertaken by the Association under the provisions of Section 8.1 shall be assessed against each Lot upon which such maintenance is performed or, in opinion of the Board, benefiting from same. Exterior maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to Article VII of this Declaration. Any exterior maintenance assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot and shall become due and payable in all respects, together with interest, attorneys fees, and costs of collection, as provided for in Section 7.3, and shall be subordinate to mortgage liens to the extent provided by Section 7.5.

Section 8.3 **Access**. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after the notice to the Owner provided under Section 8.1, to enter upon any Lot at reasonable hours on any day except Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as under the circumstances is practically affordable.

ARTICLE IX
UTILITY PROVISIONS

Section 9.1 **Water System**. The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located on each Lot. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water lines serving the Owner's Lot in accordance with the requirements of the applicable utility supplier. No individual potable water supply system or well for consumptive purposes shall be permitted on any Lot without the prior written consent of the Association.

Section 9.2 **Sewage System**. The central sewage system provided for the service of the Property shall be used as the sole sewage system for each Lot. Each Owner shall maintain and repair all portions of the sewer lines serving the Owner's Lot in accordance with the requirements of the applicable utility provider, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by such utility provider. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within the Property.

Section 9.3 **Garbage Collection**.

(a) Garbage, trash and rubbish shall be removed from the Lots only by parties or companies approved by the Association, which approval shall not be

unreasonably withheld. Each Owner shall pay when due the periodic charges or rate for such garbage collection service made by the party or company providing the same.

Section 9.4 **Utility Service**. It shall be the responsibility of the Owner or occupant of each Lot to make direct arrangements with the suppliers of electricity, water, sewer, and any other utility services for service to such Lot.

ARTICLE X
USE RESTRICTIONS AND RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

Section 10.1 **Residential Use**. Except for construction activity, sale, and re-sale of a Lot, sale or re-sale of other property owned by Developer and administrative, marketing or sales offices of Developer or Builders, no commercial or business activity shall be conducted within Avalon Village. Lots subject to this Declaration may be used for residential dwellings and for no other purpose except that one or more Lots may be used for model homes during the development and sale of Lots within the Property or other properties. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No Lot shall be divided, subdivided or reduced in size without the prior written consent of the Developer. Assessments for common expenses attributable to any Lot which may be subdivided pursuant to this Section 10.1 shall be reallocated by the Developer, in its sole discretion, at the time written consent for such subdivision is given by the Developer.

Section 10.2 **No Mining or Drilling**. There shall be no mining, quarrying, or drilling for minerals, oil, gas, or other mineral or substance within any portion of the Property, other than by the Developer in connection with creating, excavating, or maintaining drainage or other facilities or easements or for irrigation systems or as required by law.

Section 10.3 **No Detached Buildings**. No garages, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Developer or the Association. Any such structures must be constructed out of materials and reflect aesthetic design characteristics substantially similar to the residential dwelling on such Lot. Temporary buildings, mobile homes, or field construction offices may be used by Developer and/or Builders and their agents in connection with construction work.

Section 10.4 **Easement Areas**. No dwelling shall be erected within any easement area shown on any plat of all or any portion of the Property or within any easement reserved by Section 11.1 of this Declaration.

Section 10.5 **Landscaping**. Landscaping shall be installed on each Lot as stated hereafter.

10.5.1 Except for landscaping installed by the Developer, a landscaping plan for each Lot and Limited Common Area appurtenant thereto must be submitted to and approved by the Developer at the time of Initial Construction of a residence on such Lot. Maximum utilization of existing trees and shrubs, and natural landscaping techniques shall be encouraged. Sodding with St. Augustine grass varieties will be required. All Lots and appurtenant Limited Common Areas that are not landscaped or left in a natural wooded state shall be grassed to the paved roadway and/or lake's edge where such Lot abuts a roadway and/or lake.

10.5.2 Subsequent to approval by the Developer of landscaping plans submitted pursuant to Section 10.5.1 above, the Owner shall be obligated to complete the landscaping of his Lot and Limited Common Area in accordance with such plans and Section 10.5.1 above, within thirty (30) days following the issuance of a Certificate of Occupancy or similar final approval for the residence constructed on the Lot by the Building Department of Hernando County, Florida, or other governmental authority having jurisdiction. In the event the landscaping is not completed as provided herein, the Association shall have the right to enter the Lot and complete said landscaping in accordance with the approved plans, in the same manner as exterior maintenance may be performed by the Association pursuant to Article VIII of this Declaration. The Association shall be entitled to a lien against the Lot in an amount equal to one hundred ten percent (110%) of the cost to complete landscaping on such Lot and Limited Common Area, which sum may be collected as provided in Article VII hereof.

Section 10.6 **Motor Vehicles and Boats**. No boats, recreation vehicles or other motor vehicles, except four wheel passenger automobiles, or utility vehicles shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building, or otherwise screened, so as to be totally isolated from public view. Commercial vehicles shall not be parked within the Property within public view on a regular basis. Construction trailers may be parked only with the prior written consent of the Developer and in an area designated by the Developer. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer or Builder.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Lot irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for

any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, trailers, etc. By accepting title to a Lot, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot and Common Area which are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

Section 10.7 **Nuisances**. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to any party. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 10.8 **Antenna**. The installation of all aerials, antennae or satellite dishes shall be subject to the approval of the ARB in accordance with architectural criteria imposed by the Developer or the Association from time to time and in accordance with all applicable rules and regulations of the Federal Communications Commission or other governmental authorities having jurisdiction.

Section 10.9 **Lakes**. Only the Developer and the Association shall have the right to pump or otherwise remove any water from any lake adjacent to or near to the Subdivision for the purpose of irrigation or other use, or to place any refuse in such lake or lakes. The Developer and the Association shall have the sole and absolute right to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lake. No gas or diesel driven boat shall be permitted to be operated on any lake. Lots which now or may hereafter be adjacent to or include a portion of a lake (the "lake parcels") shall be maintained so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Association. Title to any lake parcel shall not include ownership of any riparian rights associated therewith. No docks, bulkheads or other structures shall be constructed on such embankments unless and until same shall have been approved by the Developer, the Association, and all applicable governmental agencies. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake adjacent to or nearby the Subdivision. The Association shall have the right to deny such use to any person who in the opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association.

WITH RESPECT TO WATER QUALITY, WATER LEVELS, WILDLIFE AND LAKE BANKS, SLOPES AND LAKE BOTTOMS, ALL PERSONS ARE REFERRED TO SECTION 12.10 HEREOF.

Section 10.10 **Insurance and Casualty Damages**. Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on the Owner's Lot. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot and materials. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

Section 10.11 **Trees**. No tree or shrub, the trunk of which exceeds six (6) inches in diameter one (1) foot above the ground, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the Developer or the Association, except for trees located within an approved building pad, and the area within five (5) feet of such building pad.

Section 10.12 **Artificial Vegetation**. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARB.

Section 10.13 **Signs**. No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Association; provided however, directional signage to be used during the construction of homes within the Property shall be solely subject to the approval of the Developer.

Section 10.14 **Lighting**. No lighting shall be permitted which alters the residential character of the Subdivision.

Section 10.15 **Animals**. All animals shall be kept under control by each Owner at all times and leashed when outside the boundaries of the Owner's Lot. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board shall have the right to

require the applicable Owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board shall specify.

Section 10.16 **Construction Upon and Maintenance of Lots and Limited Common Areas**. Construction of a permanent residence in compliance with the terms and conditions of this Declaration must be commenced on or before the date which is one (1) year following the conveyance thereof from the Developer or a residential builder to a third party. After construction of improvements on a Lot has commenced, no weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Limited Common Area. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the Property. All such Lots and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board distracts from the overall beauty and safety of the property in accordance with the provisions of Article VIII hereof. During construction upon any Lot, any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway or driveway subsurface and shall not park on any roadway or any Property other than the Lot on which construction is proceeding. During construction of the dwelling or other improvements, the Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

Section 10.17 **Fences**. Except as approved by the Developer as part of Initial Construction, or as subsequently approved by the ARB, no fence, wall or other barrier shall be constructed upon any Lot or any other portion of the Property. Notwithstanding the foregoing, the ARB shall not consider or approve any fencing of any Lot bordering on any water pond other than black or bronze aluminum fencing with a maximum height of four. Notwithstanding anything to the contrary herein, due to concerns raised by local governmental agencies with regard to access to Lots or Dwelling in the event of an emergency, Lots enclosed with fencing or walls, a minimum of one gate per Lot must be provided to allow access to side yards.

Section 10.18 **Maintenance of Driveways**. Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot.

Section 10.19 **Window Air Conditioning; Window Covering**. No window air conditioning units shall be installed on any building within the Subdivision. No reflective foil, sheets, newspapers, or other similar material shall be permitted on any window or glass door. Drapes, blinds, verticals, and other window coverings visible from outside a dwelling shall have a white, beige, or similar light covering.

Section 10.20 **Compliance with Laws**. All Owners and other occupants of the Property shall at all times comply with the terms of the PUD, and all environmental, land use, marketing and consumer protection ordinances, statutes, regulations, and permits applicable to the Property or to any improvements constructed thereon.

Section 10.21 **Platting and Additional Restrictions**. The Developer shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property owned by it, and to file any covenants and restrictions, or amendments to this Declaration, with respect to any undeveloped portion or portions of the Property owned by the Developer.

Section 10.22 **Recreational Equipment**. No swing sets, play sets, basketball hoops or backboards or other permanent recreational or athletic equipment or device shall be placed on any Lot, provided, however, that wooden playsets or swing sets may be placed in the backyard of a dwelling provided that the plans therefore are submitted to and approved by the ARB. Any temporary or movable recreational equipment shall be stored and concealed in the garage while not in use.

Section 10.23 **Conservation and Jurisdictional Areas and Permits**. THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF ANY NATIONWIDE PERMIT ISSUED BY THE ACOE AND ANY PERMIT ISSUED BY THE SWFWMD (THE "PERMITS"). THE PERMITS ARE OR WILL BE OWNED BY THE ASSOCIATION AND THE ASSOCIATION HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMITS.

FURTHER, ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ACOE OR SWFWMD OR BY ANY APPLICABLE CONSERVATION EASEMENT SHALL BY ACCEPTANCE OF TITLE TO THE LOT, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMITS AS THE SAME RELATE TO SUCH OWNER'S LOT AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE PERMITS. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMITS AND FOR ANY REASON THE DEVELOPER OR THE ASSOCIATION IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER, BUILDERS AND THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION.

NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM OR ANY PORTION OF THE JURISDICTIONAL WETLANDS OR CONSERVATION AREAS, INCLUDING WITHOUT LIMITATION, ANY BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE SWFWMD OR ACOE, AS APPLICABLE.

The following activities are prohibited in or on any conservation or preserve areas now or hereafter depicted on any plat of the Property:

i. construction or placing of buildings, roads, signs, billboards, or other advertising, utilities, or other structures under or above ground;
ii. dumping or placing of soil or other substance or material as landfill;
iii. removal of vegetation;
iv. excavation or dredging or removal of soil, rock, or other material;
v. any action that would disturb the natural condition;
vi. activities detrimental to drainage, flood control, water or erosion control or retention or detention, fish and wildlife habitats, including, without limitation, ditching, diking, and fencing;
vii. acts detrimental to the preservation of the physical appearance of such areas or any aspect of the Property having historical or archaeological significance.

Section 10.24 **Exemption of Developer and Builders**. Every person, firm or corporation purchasing a Lot recognizes that Developer or Builders shall have the right to:

(a) Use of Lots and residences erected thereon for sales offices, field construction offices, storage facilities and general business offices;

(b) Maintain furnished model homes on the Lots which are open to the public for inspection seven (7) days per week for such hours as deemed necessary or convenient by Developer or Builders; and

(c) Erect and maintain such signs on the Lot in connection with the uses permitted in (a) and (b) above.

Developer's and Builder's rights as defined in this Declaration shall terminate when the last Lot is sold to a resident, unless prior thereto Developer or Builder indicate their intention to abandon such rights by a written instrument. It is the express intention of this paragraph that the rights granted herein to maintain sales offices, general business offices, furnished or unfurnished model homes and signs shall not be restricted or limited to Developer's or Builders' sales activity relating to the Property, but shall benefit Developer or Builders in the construction, development and sale of such other property and Lots which Developer or Builder may own. All provisions of

this Declaration in conflict with this paragraph shall be deemed inoperative as to Developer or a Builder.

Section 10.25 **Additional Use Restrictions**. The foregoing use restrictions shall apply to all Lots within the Property; provided, however, Neighborhoods may be subject to more restrictive use restrictions as adopted by the Board of Directors or additional deed restrictions applicable thereto either by this Declaration, master instrument or individually recorded instruments; provided however, the Carlisle Place Committee shall be solely responsible for proposing such additional use restrictions and Owners of Lots within the Carlisle Neighborhood shall be solely responsible for voting on such proposed additional use restrictions and/or rules and regulations.

ARTICLE XI

RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

Section 11.1 **Easements for Ingress, Egress, Utilities and Drainage**. The Developer reserves for itself, its successors, assigns and designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, cable television and radio equipment or other public conveniences or utilities, on, in and over, (i) any portion of the Common Area; (ii) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property; and (iii) a strip of land within each Lot five feet in width along the front, rear and sides of each Lot.

Section 11.2 **Drainage Flow**. Drainage flow shall not be obstructed or diverted from drainage easements. The Developer or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable aesthetic standards relative to the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable aesthetic standards, but shall not include the right to disturb any permanent improvements erected upon a Lot which are not located within the specific easement area designated on the plat or reserved in this Declaration. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 11.3 **Future Easements**. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any Lots within the Property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area so long as Developer shall own any portion of the Property.

Section 11.4 **Cable Television or Radio**. Developer reserves for itself, and its successors and assigns, an exclusive easement for the installation, maintenance and supply of radio and television cables within the rights of way and easement areas depicted upon any plat of any portion of the Property or within any easement reserved by this Declaration.

Section 11.5 **Easements for Maintenance Purposes**. The Developer reserves for itself, the Association, and their respective agents, employees, successors or assigns, easements, in, on, over and upon each Lot and the Common Area as may be reasonably necessary for the purpose of preserving, maintaining or improving roadways, landscaped areas, wetland areas, lakes, ponds, hammocks, wildlife preserves or other areas, the maintenance of which may be required to be performed by the Developer or the Association.

Section 11.6 **Developer Rights Re: Temporary Structures, Etc.** Developer reserves the right for itself, it successors, assigns, nominees and grantees, to erect and maintain such temporary dwellings, model houses and/or other structures upon Lots owned by the Developer, which it may deem advisable for development purposes and to do all acts reasonably necessary in connection with the construction and sale of improvements located on the Lots within the Subdivision, until such time as Developer and its successors and assigns no longer owns an interest in the Property with the intent to sell residences to the public and all construction activities are complete. Nothing contained in this Declaration shall be construed to restrict the foregoing rights of Developer.

Section 11.7 **Development Easement**. In addition to the rights reserved elsewhere herein, Developer reserves an easement for itself or its nominees and creates an easement in favor of the Builders, over, upon, across, and under Avalon Village as may be required in connection with the development of Avalon Village, and other lands designated by Developer and to promote or otherwise facilitate the development, construction and sale of Lots or any portion of Avalon Village, and other lands designated by Developer. Without limiting the foregoing, Developer specifically reserves for itself, and creates an easement in favor of the Builders, for the right to use all paved roads and rights of way within Avalon Village for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any improvements constructed or installed by Developer and/or Builders. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Developer and Builders shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of Association payable by all Owners as part of the Common Expenses. Without limiting the foregoing, at no time shall Developer or Builders be obligated to pay any amount to Association on account of Developer's and Builders' use of the Common Areas for construction purposes. Developer and Builders have the right to use all portions of the Common Areas in connection with their marketing activities, including, without limitation, allowing members

of the general public to inspect model residential dwellings, installing signs and displays, holding promotional parties and picnics, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of new and used residential dwellings. The easements created by this Section, and the rights reserved herein in favor of Developer and Builders, shall be construed as broadly as possible.

ARTICLE XII
GENERAL PROVISIONS

Section 12.1 **Remedies for Violations**.

12.1.1 If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer, or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant; or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. The ACOE and the SWFWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System and/or jurisdictional wetlands or conservation areas subject to the control of the ACOE or SWFWMD, and it shall be the Association's responsibility to assist the ACOE, the SWFWMD or both in any such enforcement proceedings. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorney's fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

12.1.2 In addition to all other remedies, and to the maximum extent allowed by law, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, lessees, invitees or employees, to comply with any covenant or restriction herein contained, or rule of the Association, provided the following procedures are adhered to:

(a) For a first violation, the Association shall warn the Owner of the alleged infraction in writing.

(b) For a subsequent violation, the Association shall provide the Owner with a notice of its intent to impose a fine for such violation. Included in the notice shall be the date and time of a meeting of a committee appointed by the Board of Directors (the "Rules Enforcement Committee") at which time the Owner shall present argument as to why a

fine should not be imposed. At least fourteen (14) days prior notice of such meeting shall be given.

(c) At the meeting, the alleged infractions shall be presented to the Rules Enforcement Committee, after which the Committee shall receive evidence and hear argument as to why a fine should not be imposed. A written decision of the Rules Enforcement Committee shall be submitted to the Owner not later than thirty (30) days after the Board of Directors meeting. At the meeting, the Owner shall have the right to be represented by counsel and to cross-examine witnesses.

(d) The Rules Enforcement Committee, by majority vote, may impose a fine not to exceed the maximum amount allowed by law from time to time.

(e) Fines shall be paid not later than fifteen (15) days after notice of the imposition or assessment thereof.

(f) The payment of fines shall be secured by one or more liens encumbering the Lot or Lots owned by the offending Owner. Such fines and liens may be collected an enforced in the same manner as regular and special assessments are collected and enforced pursuant to Article VII hereof.

(g) All monies received from fines shall be allocated as directed by the Board of Directors.

(h) The imposition of fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association or any Owner may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which may be otherwise recoverable from such Owner.

(i) The Rules Enforcement Committee shall be comprised of not less than three (3) members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. No member of the Rules Enforcement Committee shall participate in the review of any infraction in which such member is alleged to have participated.

Section 12.2 **Severability**. Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 12.3 **Additional Restrictions**. No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 12.4 **Titles**. The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 12.5 **Termination or Amendment**. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided.

(a) Notwithstanding anything herein to the contrary, so long as the Developer, or its assigns, shall own any Lot no amendment shall diminish, discontinue or in any way adversely affect the rights of the Developer under this Declaration. So long as there is Class B membership, no amendment shall be valid unless approved by the Developer, as evidenced by its written joinder. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of the SWFWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the ACOE Permit, must have prior written approval of ACOE. This Declaration may not be terminated unless adequate provision for transferring perpetual maintenance responsibility for the Surface Water or Stormwater Management System obligation to the then Owners of the Lots is made, and said transfer obligation is permitted under the then existing requirements of the SWFWMD or its successors and the County or any other governmental body that may have authority over such transfer. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Surface Water or Stormwater Management System and the Permits must be assigned to and accepted by an entity approved by the ACOE and SWFWMD. Any amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of Hernando County, Florida. For so long as there is a Class B Membership and provided HUD or VA shall have insured or hold a mortgage within the Property, the following actions shall require approval of the Federal Department of Housing and Urban Development ("HUD") and the Veteran's Administration ("VA"): annexation of additional properties, dedication of any portion of the Common Area, and amendment of this Declaration.

(b) So long as the Developer is a Class B member, the Developer shall have the right to amend this Declaration as it deems appropriate, without the joinder or

consent of any person or entity whatsoever, provided, that such amendment does not destroy or substantially alter the Master Plan or scheme of development of the Properties. In the event that the Association shall desire to amend this Declaration while the Developer is a Class B member, the Association must first obtain the Developer's prior written consent to any proposed amendment.

(c) After the Developer is no longer a Class B member, but subject to the general restrictions set forth herein, this Declaration may be amended with the approval of (i) a majority of the Board; and (ii) the Owners holding two-thirds (2/3) or more of the total votes of the Association (in person or by proxy) at a duly noticed meeting of the members in which a quorum is present.

Section 12.6 **Assignment of Permit Responsibilities and Indemnification**. In connection with the platting and development of the Property, the Developer assumed certain obligations in connection with the maintenance of the Surface Water or Stormwater Management System and the ACOE permit. The Developer hereby assigns to the Association, and the Association shall be solely responsible for, all of the Developer's obligations and responsibilities for maintenance of the Surface Water or Stormwater Management System pursuant to all applicable Permits and the plat of the Subdivision and for compliance with the ACOE Permit. Subsequent to the termination of the Class B Membership, the Association shall indemnify, defend and hold the Developer harmless from all suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage, or any other damage arising from or out of an occurrence in, upon, at or resulting from the operation or maintenance of the Surface Water or Stormwater Management System, occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees.

Section 12.7 **Conflict or Ambiguity in Documents**. To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 12.8 **Usage**. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 12.9 **Effective Date**. This Declaration shall become effective upon its recordation in the public records of Hernando County, Florida.

Section 12.10 **Disclaimers as to Water Bodies**. NEITHER THE DEVELOPER, THE ASSOCIATION, ANY BUILDERS NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE

SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, POISONOUS SNAKES, AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES AND NATURAL AREAS WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT OR OTHER PORTION OF THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR LAKE BOTTOMS LOCATED THEREIN.

Section 12.11 **Authority of Board**. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Owners shall be bound thereby.

Section 12.12 **Assignment of Powers**. All or any part of the rights, exemptions and powers and reservations of Developer, as the case may be, herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and, at Developer's option, recorded in the Hernando County Public Records.

ARTICLE XIII
EXCLUSIVE COMMON AREAS

Section 13.1 **Purpose**. Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners and occupants within a particular Neighborhood or Neighborhoods. By way of illustration and not limitation, Exclusive Common Areas may include entry features, entry gates, private roads in gated neighborhood, recreational facilities, landscaped areas and cul-de-sacs, lakes and other portions of the Common Area within

a particular Neighborhood or Neighborhoods. All costs associated with maintenance, repair, replacement, and insurance of an Exclusive Common Area shall be a Neighborhood Expense allocated among the Owners in the Neighborhood(s) to which the Exclusive Common Areas are assigned.

Section 13.2 **Designation**. Initially, any Exclusive Common Area shall be designated as such in the deed conveying such area to the Association, in this Declaration, in a Supplemental Declaration or on the subdivision plat relating to such Common Area; provided, however, any such assignment shall not preclude the Developer from later assigning use of the same Exclusive Common Area to additional Lots, and/or Neighborhoods, so long as the Developer has a right to subject additional property to this Declaration pursuant to Article III, Section 3.2. THE ENTRY FEATURES AND ENTRY GATE OF THE CARLISLE PLACE NEIGHBORHOOD (AS DEFINED HEREIN) ARE DESIGNATED AS EXCLUSIVE COMMON AREA OF THE CARLISLE PLACE NEIGHBORHOOD.

Section 13.3 **Use by Others**. The Association may permit Owners of Units Lots in other Neighborhoods to use all or a portion of such Exclusive Common Area upon payment of reasonable user fees, which fees shall be used to offset the Neighborhood Expenses attributable to such Exclusive Common Area.

Section 13.4 **Maintenance**. Maintenance, repair and replacement of Exclusive Common Areas shall be a Neighborhood Expense assessed to the Neighborhood(s) to which the Exclusive Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

ARTICLE XIV
NEIGHBORHOODS

Section 14.1 **Neighborhood Designation**. Certain Lots within the Property may be located within a designated a Neighborhood. This Declaration or a Supplemental Declaration submitting additional property to this Declaration may designate the property to a Neighborhood (by name, tract, lots or other identifying designation), which Neighborhood may be then existing or newly created. So long as it has the right to subject additional property to this Declaration, the Developer may unilaterally amend this Declaration or any Supplemental Declaration to designate Neighborhood boundaries; provided, two or more existing Neighborhoods shall not be combined without the consent of Owners of more than 50% of the voting interests in the affected Neighborhoods. BY SUPPLEMENTAL DECLARATION THE DEVELOPER INTENDS TO DESIGNATE CERTAIN LOTS IN THE RECORDED PLAT AS THE "CARLISLE PLACE NEIGHBORHOOD" AND THE OWNERS OF SUCH LOTS SHALL BE CLASS C MEMBERS.

Section 14.2 **Neighborhood Insurance**. The Board may authorize the Association to obtain and maintain property insurance on insurable improvements within such Neighborhood and liability insurance in such amount as the Board determines

appropriate. Premiums for insurance on Exclusive Common Areas or buildings within a Neighborhood may be included in the Neighborhood Expenses of the Neighborhood to which such Exclusive Common Areas are assigned or in which such buildings are located, unless the Board determines that other treatment of the premiums is more appropriate.

Section 14.3 **Neighborhood Assessments**. The Board may levy assessments for which Owners in a particular Neighborhood or Neighborhoods are subject in order to fund Neighborhood Expenses ("Neighborhood Assessments"). By way of example, and not of limitation, all of the Owners within a Neighborhood may be subject to Neighborhood Assessments for maintenance, repair and/or replacement of facilities serving only the residents of such Neighborhood. The Association is hereby authorized to levy Neighborhood Assessments against all Lots subject to assessment in the Neighborhood to fund Neighborhood Expenses; provided, any portion of the assessment intended for exterior maintenance of structures, insurance on structures, or replacement reserves which pertain to particular structures shall be levied on the benefited property in proportion to the benefit received. The lien for a Neighborhood Assessments may be foreclosed in the same manner as any other assessment. The Board also may, but shall have no obligation to, include a reserve for the Exclusive Common Area and for each Neighborhood for which the Association maintains capital items as a Neighborhood Expense. The Board may include in the Neighborhood Expense budgets, as appropriate, a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect both to amount and timing by annual contributions over the budget period.

14.4 **Carlisle Place Committee**. Lots within the Carlisle Place Neighborhood shall be subject to a separate annual budget proposed by a budget committee comprised solely of members within the Carlisle Place Neighborhood ("Carlisle Place Committee") and Owners of Lots within the Carlisle Neighborhood shall be solely responsible for voting on any changes to the proposed annual budget for Carlisle Place. The Carlisle Place Committee will be elected by the Owners of Lots within the Carlisle Place Neighborhood at each annual meeting in accordance with the Bylaws; provided, however, so long as the Developer is the Class B member, the Developer shall have the right to appoint members to the Carlisle Place Committee. The Carlisle Place Neighborhood may be subject to additional use restrictions and/or rules and regulations as adopted by the Board of Directors or additional deed restrictions applicable thereto by this Declaration, master instrument or individually recorded instruments; provided however, the Carlisle Place Committee shall be solely responsible for proposing such additional use restrictions and Owners of Lots within the Carlisle Neighborhood shall be solely responsible for voting on such proposed additional use restrictions and/or rules and regulations. Notwithstanding the foregoing, so long as the Developer is a Class B member, the Developer shall have the right to amend, modify, rescind or add Carlisle Place Neighborhood use restrictions as it deems appropriate, without the joinder or consent of any person or entity whatsoever, provided, that such amendment does not destroy or substantially alter the Master Plan or scheme of development of the Properties.

14.5 **Carlisle Place Access Control.** Developer may install an access control system at the entrance to Carlisle Place Neighborhood. Association shall have the right, but not the obligation, to contract for the installation of additional Access Control System facilities for the Property. Prior to the expiration of the Class B Membership, all contracts for Access Control Systems shall be subject to the prior written approval of Developer. ASSOCIATION AND DEVELOPER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH RESIDENTIAL DWELLING ACKNOWLEDGES THAT DEVELOPER, ASSOCIATION, AND THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF OWNERS OR DWELLINGS, OR THE PERSONAL PROPERTY LOCATED WITHIN DWELLINGS. DEVELOPER AND ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A DWELLING.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 3 day of MAY, 2005.

Signed, sealed and delivered
in the presence of:

AVALON DEVELOPMENT, LLC,
a Florida limited liability company

Name Printed: ANDREW GOULISH

By: _____
Name Printed: R. SCOTT GRIFFITH
Title: PRESIDENT

Name Printed: Kathryn Velez

Address: 4315 Pablo Oaks Court - Suite 1
Jacksonville, Florida 32224

STATE OF FLORIDA)
)SS
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 3 day of May, 2005, by R. Scott Griffith, the President of **AVALON DEVELOPMENT, LLC**, a Florida limited liability company, on behalf of the company.

ELIZABETH K. SARTIN
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD023092
EXPIRES 8/18/2005
BONDED THRU 1-888-NOTARY1

(Print Name _____
NOTARY PUBLIC, State of Florida
Florida at Large
Commission # DD023092
My Commission Expires: 8-18-2005
Personally Known _____
or Produced I.D. Florida Driv ✓
[check one of the above]
Type of Identification Produced
Florida Drivers License

EXHIBIT A

Legal Description of the Property

VILLAGES AT AVALON
RESIDENTIAL AREA

DESCRIPTION: A parcel of land lying in Section 34, Township 23 South, Range 18 East, Hernando County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said Section 34, run thence along the East boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 34, S.00°16'21"W., 1309.88 feet to the Northeast corner of the Southeast 1/4 of said Northeast 1/4 of Section 34; thence along the North boundary of said Southeast 1/4 of the Northeast 1/4 of Section 34, N.89°51'15"W., 40.00 feet to a point on the Westerly right-of-way line of ANDERSON SNOW ROAD, per Florida Department of Transportation Right-of-way Map Project No. 9080-1300, 97140-1303, said point also being the **POINT OF BEGINNING**; thence along said Westerly right-of-way line the following eleven (11) courses: 1) along a line lying 40.00 feet West of and parallel with the East boundary of the aforesaid Southeast 1/4 of the Northeast 1/4 of Section 34, S.00°16'21"W., 596.40 feet; 2) N.89°43'39"W., 20.00 feet; 3) along a line lying 60.00 feet West of and parallel with said East boundary of the Southeast 1/4 of the Northeast 1/4 of Section 34, S.00°16'21"W., 95.32 feet; 4) S.38°55'56"W., 64.03 feet; 5) along a line lying 100.00 feet West of and parallel with said East boundary of the Southeast 1/4 of the Northeast 1/4 of Section 34, S.00°16'21"W., 123.53 feet to a point of curvature; 6) Southwesterly, 883.20 feet along the arc of a curve to the right having a radius of 781.47 feet and a central angle of 64°45'16" (chord bearing S.32°38'59"W., 836.94 feet) to a point of tangency; 7) S.65°01'37"W., 410.00 feet to a point of curvature; 8) Southwesterly, 1109.51 feet along the arc of a curve to the left having a radius of 981.47 feet and a central angle of 64°46'14" (chord bearing S.32°38'30"W., 1051.37 feet) to a point of tangency; 9) S.00°15'23"W., 73.63 feet; 10) S.21°32'42"E., 53.85 feet; 11) S.00°15'23"W., 239.22 feet; thence WEST, 1722.55 feet to a point on a curve; thence Southerly, 166.72 feet along the arc of a curve to the left having a radius of 740.00 feet and a central angle of 12°54'30" (chord bearing S.06°27'15"W., 166.36 feet) to a point of tangency; thence SOUTH, 624.60 feet to a point on the North boundary of the additional right-of-way for COUNTY LINE ROAD, as recorded in Official Records Book 1792, Page 1826, of the Public Records of Hernando County, Florida; thence along said North boundary, N.89°48'14"W., 120.00 feet; thence NORTH, 325.50 feet; thence WEST, 646.73 feet to a point on the West boundary of the East 1/2 of the Southwest 1/4 of the aforesaid Section 34; thence along said West boundary of the East 1/2 of the Southwest 1/4 of Section 34, N.00°03'54"E., 2142.69

feet to the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 34; thence along the South boundary of said Southwest 1/4 of the Northwest 1/4 of Section 34, S.89°57'58"W., 666.93 feet to the Northeast corner of the West 1/2 of the Northwest 1/4 of the aforesaid Southwest 1/4 of Section 34; thence along the East boundary of said West 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 34, S.00°03'50"E., 1313.96 feet to the Southeast corner of said West 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 34; thence along the South boundary of said West 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 34, N.89°54'13"W., 664.06 feet to the Southwest corner of said Northwest 1/4 of the Southwest 1/4 of Section 34; thence along the West boundary of said Northwest 1/4 of the Southwest 1/4 of Section 34, N.00°11'22"W., 1312.46 feet to the Southwest corner of the South 1/2 of the aforesaid Northwest 1/4 of Section 34, said point also being the Southeast corner of EAST LINDEN ESTATES UNIT 4, according to the plat thereof as recorded in Plat Book 23, Pages 17 through 19, inclusive, of the Public Records of Hernando County, Florida; thence along the West boundary of said South 1/2 of the Northwest 1/4 of Section 34, the following two (2) courses: 1) along the East boundary of said EAST LINDEN ESTATES UNIT 4, N.00°05'53"W., 920.50 feet to the Southeast corner of EAST LINDEN ESTATES UNIT 1, according to the plat thereof as recorded in Plat Book 21, Pages 2 and 3, of the Public Records of Hernando County, Florida; 2) along the East boundary of said EAST LINDEN ESTATES UNIT 1, continue N.00°05'53"W., 411.17 feet to the Northwest corner of said South 1/2 of the Northwest 1/4 of Section 34, also being the Southwest corner of SPRING HILLS UNIT 12, according to the plat thereof as recorded in Plat Book 8, Pages 74 through 83, inclusive, of the Public Records of Hernando County, Florida; thence along the North boundary of said South 1/2 of the Northwest 1/4 of Section 34, also being the South boundary of said SPRING HILLS UNIT 12, S.89°37'52"E., 2677.07 feet to the Southwest corner of the Northwest 1/4 of the aforesaid Northeast 1/4 of Section 34, also being the Southeast corner of said SPRING HILLS UNIT 12; thence along the West boundary of said Northwest 1/4 of the Northeast 1/4 of Section 34, also being the Easterly boundary of said SPRNG HILLS UNIT 12, N.00°21'03"E., 1323.46 feet to the Northwest corner of said Northwest 1/4 of the Northeast 1/4 of Section 34, also being the Southwest corner of ROLLING OAKS - UNIT 1, according to the plat thereof as recorded in Plat Book 15, Pages 73 and 74, of the Public Records of Hernando County, Florida; thence along the North boundary of said Northwest 1/4 of the Northeast 1/4 of Section 34, also being the South boundary of said ROLLING OAKS - UNIT 1, S.89°40'32"E., 1318.99 feet to the Northeast corner of said Northwest 1/4 of the Northeast 1/4 of Section 34, also being the Southeast corner of said ROLLING OAKS - UNIT 1; thence along the East boundary of said Northwest 1/4 of the Northeast 1/4 of Section 34, S.00°16'59"W., 1314.05 feet to

the Northwest corner of the aforesaid Southeast 1/4 of the Northeast 1/4 of Section 34; thence along the aforesaid North boundary of the Southeast 1/4 of the Northeast 1/4 of Section 34, S.89°51'15"E., 1280.13 feet to the **POINT OF BEGINNING.**

Containing 336.251 acres, more or less.

SGP-AL-039
P:\VILLAGEAVALON\LEGAL\AVALON-RESIDENTIAL-DS
JMG January 13, 2005

EXHIBIT D

Common Area

Common Area will be as set forth on the plat to be recorded.

CONSENT OF ASSOCIATION

The undersigned, President of The Homeowners' Association of Avalon Village, Inc. a Florida not-for-profit corporation ("Association"), hereby consents to the recording of this Declaration and agrees to undertake all obligations and assume all rights of the Association pursuant to this Declaration of Covenants, Conditions, Restrictions, and Easements for Avalon Village.

The undersigned sets its hand and seal this 22 day of June, 2005.

THE HOMEOWNERS' ASSOCIATION OF AVALON VILLAGE, INC., a Florida not-for-profit corporation

By: _____
R. Scott Griffith, its President

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 22 day of June, 2005, by R. Scott Griffith, as the President of The Homeowners' Association of Avalon Village, Inc., a Florida not-for-profit corporation, for and on behalf of said corporation, and who ✓ is personally known to me or _____ has provided _____ as identification.

(Notary Seal must be affixed)

_____
(Signature of Notary)

_____
(Printed Name of Notary)
Notary Public, State of Florida
My Commission Expires: _____
Commission No. _____

JOY L. LAWARRE
MY COMMISSION # DD 081550
EXPIRES: February 16, 2006
Bonded Thru Notary Public Underwriters

CONSENT AND JOINDER BY MORTGAGEE

The undersigned, Union Bank of Florida n/k/a Colonial Bank, N.A., a bank having an office at 1580 Sawgrass Corporate Parkway, Suite 310, Sunrise, Florida 33323, the Mortgagee under that certain Mortgage and Security Agreement from Avalon Development, LLC dated December 23, 2003 and recorded December 31, 2003 at Official Records Book 1776, Page 458, of the public records of Hernando County, Florida, consents and joins to the foregoing Declaration of Covenants and Restrictions for Avalon Village, and subordinates its lien under the Mortgage to the terms and conditions thereof.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its proper officer, duly authorized, and its seal to be affixed hereto this 3 day of August, 2005.

Signed and sealed in the presence of:

Nadine Deluca
Nadine Deluca
(Printed Name)

Margaret Garcia.
MARGARET GARCIA.
(Printed Name)

COLONIAL BANK, N.A.

By: Bernadette Mazza
Name: BERNADETTE MAZZA
Its: SENIOR VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 3 day of August, 2005, by Bernadette Mazza, as the Sr. Vice Pres. of Colonial Bank, N.A., a bank, for and on behalf of said bank, and who ✓ is personally known to me or _____ has provided _____ as identification.

(Notary Seal must be affixed)

NADINE E. DELUCA
MY COMMISSION # DD 178626
EXPIRES: February 4, 2007
1-800-3-NOTARY Fl. Notary Service & Bonding, Inc.

Nadine E. Deluca
(Signature of Notary)
Nadine E. Deluca
(Printed Name of Notary)
Notary Public, State of Florida
My Commission Expires: 2/4/07
Commission No. DD178626