

This instrument prepared
by and return to:
Eric N. Appleton, Esq.
Bush Ross, P.A.
1801 N. Highland Ave.
Tampa, FL 33602

**AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR WELLINGTON AT SEVEN HILLS**

The date of this Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Wellington at Seven Hills is March 2, 2018. This Amended and Restated Declaration amends and replaces the Master Declaration of Covenants, Conditions and Restrictions for Wellington at Seven Hills, recorded on May 6, 1997 at Official Records Book 1123, Page 312 of the Public Records of Hernando County, Florida, as amended and supplemented, and restates, in a single document, the covenants, conditions, easements, charges, assessments, affirmative obligations and liens applicable to the Property, as defined herein.

RECITALS

WHEREAS, the Master Declaration of Covenants, Conditions and Restrictions for Wellington at Seven Hills was recorded on May 6, 1997 in Official Records Book 1123, Page 312, Public Records Hernando County, Florida and was subsequently amended by the amendments and supplements listed below, as follows:

1. First Amendment to the Master Declaration recorded in Official Records Book 1146, Page 1822, Public Records Hernando County, Florida;
2. First Amendment to the Master Declaration recorded in Official Records Book 1181, Page 383, Public Records Hernando County, Florida;¹
3. Second Amendment to the Master Declaration recorded in Official Records Book 1274, Page 878, and re-recorded in Official Records Book 1276, Page 1441, Public Records Hernando County, Florida;
4. Third Amendment to the Master Declaration recorded in Official Records Book 1341, Page 856, Public Records Hernando County, Florida;
5. Third Amendment to the Master Declaration recorded in Official Records Book 1350, Page 425, Public Records Hernando County, Florida;
6. Fourth Amendment to the Master Declaration recorded in Official Records Book 1366, Page 735, Public Records Hernando County, Florida;
7. Fifth Amendment to the Master Declaration recorded in Official Records Book 1398, Page 954, Public Records Hernando County, Florida;

¹ Titles to the amendments to the Declaration of Covenants, Conditions and Restrictions for Wellington at Seven Hills were, in certain instances, numbered in a repetitive manner. The titles of the amendments cited above match the titles on the certificates of amendment, as actually recorded in public records. They have not been renumbered in the citations above.

8. Sixth Amendment to the Master Declaration recorded in Official Records Book 1425, Page 604, Public Records Hernando County, Florida;
9. Seventh Amendment to the Master Declaration recorded in Official Records Book 1451, Page 612, Public Records Hernando County, Florida;
10. Eighth Amendment to the Master Declaration recorded in Official Records Book 1451, Page 607, Public Records Hernando County, Florida;
11. Ninth Amendment to the Master Declaration recorded in Official Records Book 1484, Page 847, Public Records Hernando County, Florida;
12. Tenth Amendment to the Master Declaration recorded in Official Records Book 1509, Page 1604, Public Records Hernando County, Florida;
13. Tenth Amendment to the Master Declaration recorded in Official Records Book 1510, Page 1398, Public Records Hernando County, Florida;
14. Eleventh Amendment to the Master Declaration recorded in Official Records Book 1520, Page 599, Public Records Hernando County, Florida;
15. Twelfth Amendment to the Master Declaration recorded in Official Records Book 1540, Page 1181, Public Records Hernando County, Florida;
16. Thirteenth Amendment to the Master Declaration recorded in Official Records Book 1563, Page 755, Public Records Hernando County, Florida;
17. Fourteenth Amendment to the Master Declaration recorded in Official Records Book 1568, Page 1842, Public Records Hernando County, Florida;
18. Fifteenth Amendment to the Master Declaration recorded in Official Records Book 1604, Page 1105, Public Records Hernando County, Florida;
19. Sixteenth Amendment to the Master Declaration recorded in Official Records Book 1619, Page 1885, Public Records Hernando County, Florida;
20. Seventeenth Amendment to the Master Declaration recorded in Official Records Book 1631, Page 743, Public Records Hernando County, Florida;
21. Eighteenth Amendment to the Master Declaration recorded in Official Records Book 1676, Page 1425, Public Records Hernando County, Florida;
22. Nineteenth Amendment to the Master Declaration recorded in Official Records Book 1688, Page 660, and re-recorded in Official Records Book 1696, Page 1461, Public Records Hernando County, Florida;
23. Twentieth Amendment to the Master Declaration recorded in Official Records Book 1732, Page 571, Public Records Hernando County, Florida;
24. Twenty-First Amendment to the Master Declaration recorded in Official Records Book 1809, Page 370, Public Records Hernando County, Florida;
25. Twenty-Second Amendment to the Master Declaration recorded in Official Records Book 1998, Page 1363, Public Records Hernando County, Florida;
26. Twenty-Third Amendment to the Master Declaration recorded in Official Records Book 1998, Page 1369, Public Records Hernando County, Florida;
27. Twenty-Fourth Amendment to the Master Declaration recorded in Official Records Book 2210, Page 1580, Public Records Hernando County, Florida;
28. Twenty-Fifth Amendment to the Master Declaration recorded in Official Records Book 2210, Page 1587, Public Records Hernando County, Florida;
29. Amendment to the Master Declaration recorded in Official Records Book 2637, Page 320, Public Records Hernando County, Florida.

NOW, THEREFORE, Kenneth Peters, as President, and John Hopkins, as Secretary, of Wellington at Seven Hills Homeowner's Association, Inc., do hereby certify that, in order to consolidate the Original Declaration and the amendments and supplements thereto, and to ensure that the Properties are administered by a single set of covenants, conditions, and restrictions that are administered by a single mandatory homeowners association with lien rights subject to Chapter 720, Florida Statutes, by the affirmative vote of the Membership, at the Members' meeting held on November 16, 2017, in accordance with the Bylaws of Wellington at Seven Hills Homeowner's Association, Inc., the following Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Wellington at Seven Hills, including the exhibits hereto, was duly adopted.

Signed, sealed and delivered in
the presence of:

WELLINGTON AT SEVEN HILLS
HOMEOWNER'S ASSOCIATION, INC.

[Signature]
Print name: JOHN W. JORDAN

By: [Signature]
Kenneth Peters, President

[Signature]
Print name: ERIC H. APPELTON

Signed, sealed and delivered in
the presence of:

ATTEST:

[Signature]
Print name: JOHN W. JORDAN
[Signature]
Print name: ERIC H. APPELTON

By: [Signature]
John Hopkins, Secretary

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 2nd day of March, 2018, by Kenneth Peters and John Hopkins, President and Secretary, respectively, of Wellington at Seven Hills Homeowner's Association, Inc., who are personally known to me, who did not take an oath under the laws of the State of Florida, who executed the foregoing Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions for Wellington at Seven Hills, including the exhibits hereto, and jointly and severally acknowledge the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of the corporation, and the said instrument is the act and deed of said corporation.

[Signature]
Notary Public, State of Florida
Print name: HEATHER C PRICE
My Commission Expires:



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ARTICLE I DEFINITIONS

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration, the Association's Articles of Incorporation ("**Articles**"), or the Association's Bylaws ("**Bylaws**"), which are attached hereto and incorporated herein by reference as Exhibit "B" and Exhibit "C", respectively.

1.1 "Architectural Review Committee" or "ARC" shall have the meaning set forth in Article XI of this Declaration.

1.2 "Articles" means the Articles of Incorporation of the Association, as amended from time to time.

1.3 "Assessment" means the amount of money assessed against a Lot and its Owner for the payment of the Owner's share of Common Expenses and any other funds or amounts which an Owner shall be required to pay to the Master Association as set out by the Documents. Assessment includes all interest, late fees, cost of collection, court costs and reasonable attorney's fees imposed or incurred, and related to the recovery of monies due to the Association.

1.4 "Association" means the Wellington at Seven Hills Homeowner's Association, Inc., a corporation not for profit organized pursuant to Chapter 617, Florida Statutes.

1.5 "Board" means the Association's Board of Directors.

1.6 "Builder" means and refers to Adams Homes of Northwest Florida, Inc., including its successors and assigns, and any other person or entity who is engaged in the construction of a new Dwelling. The term Builder shall not include a person or entity who is rebuilding a Dwelling that has been damaged or destroyed.

1.7 "Common Area" means all real property whether improved or unimproved, or any interest therein, which from time to time is owned by the Master Association for the common use and enjoyment of all Owners, which is located within the Property. The Common Area shall consist of those lands in the Plats situated outside the boundaries of the Lots not otherwise conveyed in fee simple to a third party or Local Government, and shall include, without limitation, the main entry and exit areas, access control facilities, private streets, private rights-of-way, walkways, sidewalks, drainage structures and retentions ponds, and all easements for the benefit of the Association or all of its Members, all as shown on the Plats or created by this Declaration or otherwise existing upon or encumbering the Property or any portion thereof. The Common Areas shall include all common facilities, amenities, equipment and other personal property from time to time situated upon the lands constituting the Common Areas for the benefit and use of the Members or otherwise owned by the Association. Notwithstanding this definition, the obligation to maintain, repair and replace driveway aprons shall be the obligation of each Lot Owner, as provided for in Article V, Section 1 of this Declaration.

1.8 "Common Expense" means all expenses properly incurred by the Master Association in the performance of its duties. Such expenses shall be the proper subject of the Master Association's assessment power, in addition to such other proper costs and expenses, all as provided elsewhere in this Declaration or the Documents. Common Expenses shall include the funding of reserve accounts as determined by the Board of Directors.

1.9 "County" means Hernando County, Florida.

1.10 "Declarant" means Regency Wellington, Inc. which is hereinafter referred to as "Declarant" or "Developer" and its successors and assigns, if such successors and assigns are designated in writing as the successors and assigns to all of Declarant's rights hereunder.

1.11 "Design Standards" means the plans and standards for architectural, aesthetic, construction, landscaping, and general exterior control for the Properties all as set forth in the Documents and particularly Article XI herein, which may sometimes be referred to as "ARC Guidelines" or "Architectural Planning Criteria".

1.12 "District" means the Southwest Florida Water Management District and its successor entities or agencies.

1.13 "Documentation" or "Documents" means the legal documentation for the Development consisting of this Declaration, the Articles of Incorporation and Bylaws of the Association, Rules and Regulations of the Association, Design Standards, and any amendments to any of the foregoing now or hereafter made.

1.14 "Dwelling" shall mean a residential dwelling structure constructed upon a Lot.

1.15 "Law" includes any statute, ordinance, rule, regulation, or order validly created, promulgated, or adopted by the United States, or any of its agencies, officers or instrumentalities, or by the State of Florida, or any of its agencies, officers, municipalities, or political subdivisions, or by any office, agency, or instrumentality of any such municipality or subdivision, and from time to time applicable to the Property or to any activities on or about the Property.

1.16 "Local Government" shall mean the City and/or the County and their respective departments, divisions, and employees, as any or each of the foregoing may have proper jurisdiction, control or authority under the particular circumstances.

1.17 "Lot" means any platted parcel of land shown on the Recorded subdivision Plats or replat of any part of the Property, and any undeveloped unit of density assigned to the Property by the approved site plan. Lot shall not include Common Area and portions of marked acreage, parcels or tracts in the Plats not intended for development as residential Dwellings, if any. A Lot may or may not have a Dwelling or associated improvements placed upon it.

1.18 "Master Association" shall mean and refer to Wellington at Seven Hills Homeowner's Association, Inc., which is sometimes also referred to herein as the Association.

1.19 "Maintenance" (including the lower case term "maintenance") when used in the context of Owner or Association obligations hereunder, means the exercise of reasonable care

to keep Dwellings, improvements, roads, landscaping, lighting, signage, and other related improvements and fixtures and infrastructure in a condition comparable to their original condition, normal wear and tear excepted, by either a Lot Owner or the Association, as may be required under the circumstances pursuant to the terms of the Documents. **"Maintenance"** of landscaping, when used in the context of a Lot Owner's obligations hereunder, shall further mean the exercise of generally accepted garden-management practices by a Lot Owner, which may be necessary to promote a healthy weed-free environment for optimum plant growth, and which will, as a minimum, include the mowing, edging and trimming of all grass on a Lot, or other areas of the Property as required under this Declaration, unless such maintenance is otherwise restricted, prohibited or conditioned as provided in the Documents.

1.20 "Member" means every Person or legal entity that holds Membership in the Master Association.

1.21 "Mortgage" means any mortgage, deed of trust, or other instrument transferring any interest in a Lot as security for the performance of an obligation. **"First Mortgage"** means any mortgage constituting a valid lien prior in dignity to all other mortgages encumbering the same property.

1.22 "Mortgagee" means any Person named as the obligee under any note and related Mortgage, or the successor in interest to such Person. A **"First Mortgagee"** is the holder of a First Mortgage on a Lot.

1.23 "Occupant" means the Person or Persons, other than the Owner, who is in possession or has use of a Lot, and where the context so requires, may include the Owner.

1.24 "Owner" means the record owner, whether one or more Persons or a legal entity, of the fee simple title to any Lot.

1.25 "Person" means any natural person or legal entity having legal capacity.

1.26 "Plat" means each final official map or plat of the Property, which map or plat is Recorded and such map or plat shall include the subdivided real property, covenants, restrictions, easements and dedications therein described.

1.27 "Properties" or "Property" means the lands described in Exhibit "A" containing the Wellington at Seven Hills Development, including the Lots and Common Areas.

1.28 "Proportionate Share" means the share of the Common Expenses of the Master Association attributable to each Lot. Each Lot's Proportionate Share shall be the basis for determining the amount of any Annual Assessment or Special Assessment levied against a Lot as provided herein or such other costs and expenses of the Master Association which are intended to be equitably divided or apportioned among all of the Lots. The Proportionate Share attributable to each Lot shall be determined by a fraction, the numerator of which shall be equal to one (1), and the denominator of which shall be equal to the total aggregate number of Lots in the Recorded Plats and Legal Description attached hereto as Exhibit "A", which Lots are contemplated to be used for the construction of a Dwelling and specifically excluding all Common Areas, conservation easement areas, and such other areas conveyed or transferred to Local Government, which, at the date this Declaration is Recorded (and subject to change as provided in this Declaration), is equal to 1131 Lots.

1.29 “Recorded” and “Recording” (including the lower case words “recorded” or “recording”) mean filed for record in the Public Records of Hernando County, Florida.

1.30 “Rules and Regulations” means the Rules and Regulations of the Association governing the use of the Lots and Common Areas.

1.31 “Structure” means any temporary or permanent improvement built or placed upon a Lot.

1.32 “Surface Water Management System Facilities” shall mean: the facilities including, but not limited to all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

1.33 “The Work” shall mean the initial development of the Property, including, without limitation, the Common Areas and related amenities and facilities and other infrastructure serving the Lots.

ARTICLE II PURPOSE

The purpose of the Master Association shall be to operate, maintain, and repair the Common Area, including, but not limited to, roadways and retention areas, and any improvements thereon, to maintain certain decorative entranceways to the Properties and other features within the Properties which are designated by the Board of Directors, to construct and maintain an entrance or other guardhouse, to provide personnel and staff for said guardhouse, and to take such other action as the Master Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation, Bylaws and this Declaration, and with regard to any other areas as designated by the Board of Directors from time to time. The Master Association as directed by the Board of Directors may maintain other areas which are not Common Area if it is determined by the Board of Directors to be in the best interest of the Master Association and its Members.

Consistent with the Master Association’s purpose to provide housing for older persons, the Board of Directors, notwithstanding anything to the contrary contained in this Declaration or otherwise, shall have the authority to levy assessments, alter existing facilities or services, adopt reasonable Rules and Regulations, and provide significant facilities or services specifically designed to meet the physical or social needs of older persons in order to be in compliance with the Fair Housing Amendments Act of 1988 (as such Act shall be amended from time to time).

ARTICLE III COMMON AREA PROPERTY RIGHTS

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

A. The right of the Master Association from time to time in accordance with its Bylaws to establish, modify, amend, and rescind reasonable Rules and Regulations regarding use of the Common Area;

B. The right of the Master Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, which fees may be used to discharge the general financial obligations of the Master Association;

C. The right of the Master Association to suspend the voting rights of an Owner and to suspend the rights of an Owner (including their tenants, guests and invitees) to use Common Area for any period during which any assessment levied under this Declaration against the Owner's Lot remains unpaid, and to suspend such rights for any infraction of its published Rules and Regulations;

D. The right of the Master Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility, as permitted by the Articles of Incorporation;

E. The right of the Master Association to grant easements as to the Common Area or any part thereof as provided by its Articles of Incorporation;

F. The right of the Master Association to otherwise deal with the Common Area as provided by its Articles of Incorporation;

G. The right of the Master Association to open the Common Area, and, in particular, the recreational facilities, for use by non-Members of the Master Association, including the general public;

H. The right of the Master Association to sell, lease, or transfer all or any part of the Common Area that has been deeded to the Master Association to a third party other than Declarant or any Lot Owner, as provided by its Articles of Incorporation; provided, however, that any sale, lease, or transfer of any part of the Common Area that has been deeded to the Master Association, including, but not limited to, recreational facilities and clubhouse, shall require the approval of two-thirds (2/3) of the total Membership. This paragraph may not be amended without the approval of two-thirds (2/3) of the total Membership;

I. The right of the Master Association to adopt reasonable Rules and Regulations relating to the sale or lease of an Owner's Dwelling, including the right to charge a fee reasonably related to the administrative cost of maintaining and updating the Master Association's official records;

J. The right of the Master Association to release or convey its rights to any part of the Common Area, whether or not deeded to the Master Association, to the Declarant or any Lot Owner to facilitate development of Dwellings, so long as the release or conveyance does not substantially, materially, and adversely affect the function and use of the remaining Common Area;

K. The right of the Master Association to charge reasonable admission and other fees for the use of the clubhouse and any recreational facilities to Persons who are not Members of the Master Association; and

L. The right of the Master Association to transfer or dedicate any portion of the Common Area to the governmental agency having jurisdiction thereof.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, such Owner's right of enjoyment of the Common Area and facilities to such Owner's tenants who reside at or in the Owner's Lot, provided the Owner waives such Owner's use in writing.

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

Section 4. Signs Prohibited. No sign of any kind shall be displayed on or in the Common Area without the prior written consent of the Master Association. This section, however, shall not apply to the Declarant or to the Master Association or to those actively constructing residences within the Properties for sale to others.

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

Section 6. Rules and Regulations. No Owner, Occupant, tenant, guest or invitee shall violate the reasonable Rules and Regulations promulgated for the use of the Lots or Common Area, as the same are from time to time adopted or amended by the Master Association.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Every Owner of a Lot which is subject to assessment shall be a Member of the Master Association, subject to and bound by this Declaration, and the Association's Articles of Incorporation, Bylaws, and Rules and Regulations. The foregoing does not include persons or entities that hold a leasehold interest or interest merely as security for the performance of an obligation. The hierarchy of the foregoing documents shall be, in the order of most superior to least superior, as follows: (1) Declaration; (2) Articles of Incorporation; (3) Bylaws; and (4) Rules and Regulations. By way of example, if there is a conflict between this Declaration and the Articles of Incorporation, this Declaration shall control. Ownership, as specified above, shall be the sole qualification for Membership. When any Lot is owned by two or more persons or a legal entity or entities, all such persons or entities shall be Members, but multiple ownership of a single Lot shall not result in additional voting rights. There shall be only one vote per Lot. An Owner of more than one Lot shall be entitled to one Membership for each Lot owned. Membership shall be appurtenant to, and may not be separated from, ownership of a Lot which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot.

ARTICLE V

CORPORATE POWERS AND OBLIGATIONS OF THE MASTER ASSOCIATION

Section 1. Responsibilities. The Master Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, and shall keep the same in good, clean, and proper condition, order, and repair. The Master Association shall be responsible for the payment of all costs, charges, and expenses incurred in connection with the operation, administration, and management of the Common Area and performance of its other obligations hereunder. The Master Association shall operate the Common Areas. The Master Association shall also be responsible for the repair and replacement of streets, sidewalks, and walking and/or bicycle paths, if any. Notwithstanding the foregoing or anything in this Declaration to the contrary, driveway aprons shall be maintained, repaired and replaced by the Lot Owner whose Lot abuts a particular driveway apron. It is the intent of this provision to shift the burden and cost of the maintenance, repair and replacement of driveway aprons to each individual Lot Owner who enjoys the driveway apron that connects to the driveway on their Lot. For avoidance of doubt, the Master Association's Board of Directors shall have the exclusive authority to determine if a driveway apron or similar improvement is the Lot Owner's obligation to maintain, repair or replace, if a Lot Owner disputes his or her obligations hereunder.

Section 2. Services. The Master Association may obtain and pay for the services of any Person to manage its affairs to the extent the Board of Directors deems advisable, as well as such other personnel who the Board of Directors determines are necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Master Association or by any Person with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Master Association, Properties or the enforcement of the Documents. The Master Association, acting through the Board of Directors and without a Membership vote, may also enter into bulk contracts for services benefiting Owners and Occupants, including but not limited to contracts for restaurant and bar management, cable television service, internet service and other communications services. Despite this power and right, the Association shall never be obligated to enter into any such contracts.

Section 3. Personal Property for Common Use. The Master Association may acquire and hold tangible and intangible property, personal property and real property. The Master Association may dispose of the same by sale or otherwise, subject to any restrictions, as may from time to time be provided for in the Association's Articles of Incorporation or Bylaws.

Section 4. Insurance. The Master Association at all times shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary. The Master Association additionally may cause all persons responsible for collecting and disbursing Association moneys to be insured or bonded with adequate fidelity insurance or bonds, whether or not such coverage is required by Law.

Section 5. Implied Rights. The Master Association may exercise any other right or privilege given to it expressly by law, this Declaration, the Articles of Incorporation, and the Bylaws. The Master Association may also exercise every other right or privilege reasonably implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate the purpose of the Association.

Section 6. Reserve Account Funding. Reserve accounts shall be funded by the Master Association, as determined by the Master Association's Board of Directors.

Section 7. Indemnification of Officers and Directors. To the extent permitted by Law, the Master Association shall indemnify each officer, director and member of any committee of the Master Association, including, without limitation members of the ARC, from any and all expenses including legal expenses incurred arising out of such Person's acts undertaken on behalf of the Master Association, unless (i) such acts were both adverse to the Master Association and resulted in personal gain to the Person, (ii) such acts were a violation of criminal law for which the Person either pleads guilty or nolo contendere or is found to be guilty in a court of law and such Person knew or should have known that their conduct was criminal; or (iii) such acts were an unreasonable, willful, and knowing violation of the Documents. This provision is self-executing and the Master Association, through its Board of Directors, may also take any action necessary or desirable in order to carry out its purposes.

ARTICLE VI MAXIMUM GENERAL ASSESSMENTS

The maximum general assessment may be increased each year by the Board of Directors by not more than fifteen percent (15%) above the maximum general assessment for the previous year. The Members may, however, increase the maximum general assessment by more than fifteen percent (15%) above the maximum general assessment for the previous year if such increase is approved by two thirds (2/3) of the Members who are present in person or by proxy at a meeting where a quorum is present.

ARTICLE VII COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned by it within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Master Association: (a) annual assessments or charges and (b) special assessments for capital improvements and unexpected operating costs, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, late fees, costs of collection, court costs, and reasonable attorneys' fees, shall be effective from, and relate back to, the date of recording of the Master Declaration of Covenants, Conditions and Restrictions for Wellington at Seven Hills, which was recorded on May 6, 1997 at Official Records Book 1123, Page 312 of the Public Records of Hernando County, Florida, and which shall be a charge on the land and shall be secured by a continuing lien upon the Lot against which each such assessment is made. This continuing lien shall also secure fines for violations of this Declaration, the Bylaws or the Rules and Regulations of the Master Association, costs incurred to exercise a right of abatement, and late fees, costs of collection, court costs, and reasonable attorneys' fees for actions enforcing this Declaration and obtaining injunctions. Notice of the lien will be given by recording a Claim of Lien in the Public Records of Hernando County, Florida, stating the Lot description, the name of the record Owner, the amount due at the time the Claim of Lien is recorded, and the due date. A Claim of Lien shall also secure all future charges of any kind. A Claim of Lien may be filed against a Lot for unpaid assessments after conveyance of the Lot by the Declarant. Each such assessment, special assessment, fine or charge, together with interest, late fees, costs of collection, court costs, and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such property at the time when the assessment and related charges became due.

Section 2. Purpose of Assessments. The assessments levied by the Master Association shall be used to promote the recreation, health, safety, and welfare of the Owners and Occupants of the Properties, and for the improvement and maintenance of the Common Area and the carrying out of the other responsibilities and obligations of the Master Association under this Declaration, the Articles of Incorporation, and the Bylaws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement, and maintenance of properties, services, and facilities related to the use and enjoyment of the Common Area, including the costs of repair, replacement, and additions thereto, reserves for the future costs thereof, the cost of labor, equipment, supplies, materials, management, and supervision thereof; the costs of repair, replacement, and additions to entrance and directional signage, buffer walls, to construct and maintain an entrance or other guardhouse and to provide for personnel and to staff said guardhouse as determined by the Board of Directors, and pursuant to agreements between the Declarant or the Master Association and Seven Hills Homeowners' Association, Inc., and any other similar association in the future duly entered into with the approval of the Master Association's Board of Directors, landscaping relating to the entrance at Mariner Boulevard, and any and all other areas as may be, from time to time, designated by the Board of Directors; the payment of taxes and assessment made or levied against the Common Area and any property of the Master Association; the procurement and maintenance of insurance; the employment of attorneys, accountants, engineers, and other professionals to advise and represent the Master Association when necessary or useful; and such other needs as may arise.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Master Association may levy, in any assessment year, a special assessment applicable to that year only (or spread over such number of years as the Board of Directors may deem appropriate) for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of an improvement upon the Common Area, including buildings and fixtures and personal property related thereto and for other purposes as designated by the Master Association, provided that any such special assessment shall have the assent of sixty percent (60%) of the votes of the Members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 of this Article shall be sent to all Members not less than fourteen (14) days in advance of the meeting. At such meeting, the presence of Members or of proxies entitled to cast thirty percent (30%) of all of the votes of the Membership shall constitute a quorum.

Section 5. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to an Owner other than the Declarant or the Builder, as the case may be. The first annual assessment shall be adjusted according to the number of months remaining in that calendar year. The Board of Directors shall fix the amount of the annual assessment (to be paid monthly or as otherwise determined by the Board) against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be on the first day of each month or on such other dates as may be established by the Board of Directors. The Master Association shall, upon demand, and for a reasonable uniform charge, furnish a certificate signed by an officer or authorized agent of the Association setting forth whether the assessments or any installments on a specified Lot have been paid or are delinquent and, if so, the particulars of the delinquencies. A properly executed

certificate of the Master Association as to the status of assessments on a Lot is binding upon the Master Association as of the date of its issuance.

Section 6. Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, together with interest, late fees, costs of collection, court costs and reasonable attorneys' fees, at trial, in bankruptcy court, and in any appellate courts, shall be secured by a continuing lien on such Lot in favor of the Master Association as hereinabove provided.

Section 7. Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of eighteen percent (18%) per annum or the maximum rate allowed by law. The Master Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, or both. No Owner may waive or otherwise escape liability for the assessments and related charges and expenses provided for herein by non-use of the Common Area, or abandonment of such Owner's Lot or Dwelling.

Section 8. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Master Association in the same manner in which mortgages on real property may be foreclosed in Florida or as may be otherwise permitted by Florida law. In any such foreclosure, the Owner shall be required to pay all costs and expenses of collection and foreclosure, including reasonable attorneys' fees, at trial, in bankruptcy court, and in any appellate courts. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Master Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Master Association shall have the right and power to bid at the foreclosure sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with the same as the owner thereof.

Section 9. Homestead. By acceptance of a deed thereto, the Owner (and any spouse thereof, if married) of each Lot shall be deemed to have agreed that the liens herein provided for have attached prior to the time when any of the Properties have acquired homestead status (if ever) and deemed to have waived any exemption of such Owner's Lot (including the Dwelling and improvements thereon) from the liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This section is not intended to limit or restrict in any way the lien or rights granted to the Master Association by this Declaration, but to be construed in its favor.

Section 10. Subordination of the Lien to Mortgages and Mortgagee Liability for Assessments. Subject to the limitation set forth herein, the liens for the assessments provided for herein shall be subordinate to the lien of any first mortgage. Notwithstanding the foregoing, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of: (a) the Lot's unpaid Common Expenses and regular periodic or special assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (b) one percent (1%) of the original mortgage debt. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer of any Lot to a First Mortgagee pursuant to a judicial sale upon foreclosure of any First Mortgage, or any deed in

lieu thereof to a First Mortgagee, extinguishes the Association's lien as to payments that became due prior to such judicial sale or deed in lieu of foreclosure in excess of the amounts stated above. Notwithstanding the foregoing, the Association's right to collect such amounts from the Owners personally liable for their payment shall not be extinguished. No such sale or transfer relieves such Lot from liability for Assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Lots. Notwithstanding anything in this Declaration to the contrary, any and all vacant Lots owned by the Builder shall be exempt from Assessments during the period of ownership until such time as a Certificate of Occupancy is issued for the Dwelling on a Lot and it is conveyed to a person or entity other than the Builder. After a Certificate of Occupancy is issued for a Dwelling on a Lot and the property is conveyed to a person or entity other than the Builder, the Lot and its Owner shall be liable for Assessments prospectively. Calculations of Assessments that come due following the issuance of a Certificate of Occupancy and the conveyance of the Lot to a person or entity other than the Builder shall be pro-rated on an annual basis. The foregoing Assessment exemption shall not impair the voting rights of any Builder. Additionally, the foregoing Assessment exemption shall not apply to the reconstruction of a Dwelling following a casualty, nor shall it apply to construction that constitutes the remodeling of an existing Dwelling. This provision shall control in the event of a conflict with any other provision in this Declaration.

In addition to the foregoing, any and all Lots from time to time owned by the Master Association are exempt from the Assessments during the period of such ownership. The Master Association may not own or otherwise acquire Lots except pursuant to foreclosure of the Association's lien or by accepting a deed in lieu of foreclosure of the Master Association's lien. Notwithstanding anything to the contrary which may exist in the Documentation, any Lot acquired by the Master Association may be leased by the Master Association to any tenant the Master Association determines, in its sole discretion, is appropriate, and all revenue generated thereby shall belong to the Master Association and all expenses generated from the leasing, ownership and operation of the Lot shall be a Common Expense.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Deed Restrictions and Enforcement.

A. Persons Entitled to Enforce. The Master Association or any Lot Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Master Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. No Jury Trial. EACH OWNER, BY ACCEPTANCE OF SUCH OWNER'S DEED, AND THE MASTER ASSOCIATION AGREE THAT NEITHER THE OWNER NOR THE MASTER ASSOCIATION, NOR ANY ASSIGNEE, SUCCESSORS, HEIR, OR LEGAL REPRESENTATIVE OF ANY OF THEM (ALL OF WHOM ARE HEREINAFTER REFERRED TO AS THE "PARTIES") SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION OR JUDICIAL PROCEDURE, WHETHER IN CONTRACT, IN TORT, AT LAW OR IN EQUITY, BASED UPON OR ARISING OUT OF THIS DECLARATION, OR THE OBLIGATIONS, BENEFITS, DEALINGS, OR THE RELATIONSHIPS BETWEEN OR AMONG THE

MASTER ASSOCIATION AND THE OWNERS, THEIR SUCCESSORS AND ASSIGNS, OR ANY OF THEM. NEITHER THE MASTER ASSOCIATION NOR ANY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

C. Mediation. In the event of a dispute, claim, or controversy arising out of or relating to the breach, termination, validity, interpretation, enforcement, or implementation of any term or provision of this Declaration ("Dispute"), the Owners and the Association agree to submit the Dispute to mediation in accordance with Section 720.311, Florida Statutes, as amended from time to time.

Nothing contained in this Article shall in any way limit or affect the Association's right to immediately file an action in the appropriate court to collect any assessment or enforce any lien. Additionally, nothing contained in this Article shall in any way limit or affect the Association's right to initiate emergency legal action when there is potential imminent harm to a person or property.

If a person or party is found in the proceedings to be in violation of, or attempting to violate, the provisions of this Declaration, such person or party shall bear all costs and expenses of the Dispute resolution, including but not limited to fines, costs incurred to exercise a right of abatement, late fees, collection costs, court costs and reasonable attorneys' fees, for all mediation, trial, bankruptcy and appellate proceedings incurred by the party enforcing the provisions of this Declaration.

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

Section 3. Amendment. The provisions of this Declaration shall run with and bind the Property, and will inure to the benefit of and be enforceable by the Master Association for so long as the Property is used in whole or in part as a residential community, and in all events, for at least thirty (30) years following the date this Amended and Restated Declaration is Recorded, after which time this Declaration shall be automatically extended for successive periods of at least ten (10) years. If Chapter 712, Florida Statutes, as amended from time to time, threatens at any time to extinguish this Declaration, then the Association shall take such action as is reasonable and appropriate to ensure that this Declaration remains effective. In addition, this Declaration may be amended by an instrument signed by the President and Secretary of the Association, provided that such amendment has been approved by the affirmative vote of at least sixty-six and two-thirds percent (66 2/3 %) of the Lot Owners who vote in person or by proxy at a Membership meeting where a quorum is present. Members may vote for a proposed amendment to this Declaration in person or by proxy at any regular or special meeting of the Members duly called and convened for the purpose of making such an amendment. Any amendment must be recorded to be effective.

Section 4. Exception. Anything in this Declaration to the contrary notwithstanding, if any amendment to this Declaration is required at any time by an institutional mortgagee, such as a bank, savings and loan association, or insurance company, or any governmental agency, such amendment shall be effective upon recording of such amendment as executed by the Master Association. No such amendment may adversely affect the lien or priority of any institutional first mortgagee recorded prior to the amendment.

Section 5. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation". The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE IX EASEMENTS

Section 1. Easements Disclosed. Each Lot and the Common Area shall be subject to existing easements for public authorities and public utilities purposes (including, but not limited to, fire and police protection, garbage and trash removal, telephone and cable television and other communication services, water and sewage systems, and electric and gas services), and the utilities and applicable governmental agencies having jurisdiction over such services and their employees and agents shall have the right of access to any Lot or the Common Area in furtherance of such easements. The easement areas contained on, in or within any Lot, whether or not shown on any map or plat, shall at all times be properly maintained by the Lot Owner, whether or not the utility company or governmental agency properly maintains the easement area. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities.

Section 2. Reservation of Rights. The Master Association reserves the right, without joinder or consent of any Owner, Member, or other person or entity whatsoever, to grant such additional easements, including, but not limited to, irrigation wells, lines, components and pumps, cable television, television antennas, electric, gas, water, sewer, or other utility easements, or to relocate any existing utility easement in any portion of the Properties as the Board of Directors shall deem necessary or desirable for the proper operation and maintenance of the Properties, or any portion thereof, or for the general health or welfare of the Lot Owners and Occupants, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Lot or Common Area for permitted purposes.

ARTICLE X USE RESTRICTIONS

Section 1. Rules and Regulations. In addition to the use restrictions set forth in this Article, the Master Association's Board of Directors shall have the authority to adopt and amend reasonable Rules and Regulations governing the use of Lots. All Owners, Occupants, tenants, guests and invitees shall comply with this Declaration and those Rules and Regulations, all as amended from time to time.

Section 2. Use of Accessory Structures. No pergola, gazebo, tent, shack, barn, utility shed, fence, wall, or other building, other than a Dwelling on a Lot and its required garage, shall be erected on a Lot at any time, except as permitted by the ARC. Notwithstanding the foregoing, temporary storage containers, such as PODS, may be used on a Lot, provided that such use is consistent with the Master Association's Rules and Regulations, as amended from time to time.

Section 3. Maintenance of Improvements. Each Lot Owner shall maintain in good condition and repair all improvements constructed upon such Owner's Lot, including, without limitation, the Dwelling and improvements related thereto. No Lot Owner shall change the exterior

design or color of the Dwelling on such Owner's Lot, including the roof thereof, without the prior written approval of the Board of Directors of the Association or its Architectural Review Committee ("ARC").

Section 4. Storage of Rubbish; Clothes Hanging. No Lot shall be used for the storage of rubbish, except short term storage of common household rubbish that is ancillary to the occupancy of a Dwelling on a Lot. Each Lot Owner shall be responsible for the weekly removal of such common household rubbish that is generated as a result of occupancy of the Lot. No rubbish, trash, garbage or other waste material shall be kept or permitted on any Lot or on the Common Area or dedicated areas except in sanitary containers located in appropriate areas concealed from public view. Outside clothes hanging devices on a Lot are permitted only during daylight hours if placed in the rear of a Dwelling and shielded from view from the roadway.

Section 5. Lot Upkeep. All Owners of Lots, whether or not improved with a Dwelling, shall, as a minimum, keep the grass regularly cut. Additionally, trash and debris shall be removed from all Lots at least weekly to ensure a neat and clean appearance of the Lot.

Section 6. Nuisances. No nuisances shall be permitted within the Properties, and no occupancy, use or practice which is a source of annoyance to the Owners, Occupants, tenants and guests within the Properties or which shall interfere with the peaceful possession and proper use of the Properties by any authorized person shall be permitted. No offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with by the Owners, Occupants, tenants, invitees and guests at all times. Examples of nuisances include, but are not limited to, emitting noise or odors that disturb an Owner's peaceful enjoyment of their Lot or Dwelling, failing to clean up after a pet, storing unreasonably dangerous substances on the Properties, failing to maintain a Lot or Dwelling thereon in accordance with this Declaration or Rules and Regulations adopted by the Master Association from time to time, discharging fireworks, igniting or maintaining a fire in an open area (other than in an approved fire pit), disrupting the peaceful enjoyment of others using the Properties, including amenities thereon, and maintaining any condition on the Properties that may cause irreparable harm to a person or their property. Nuisances may also include repeated offensive and threatening treatment of the Master Association's managing agents, vendors, employees, staff members, Board of Directors and committee members.

Section 7. Lawns. Each Lot on which there is a completed Dwelling shall be maintained in a neat condition by the Owner thereof. In this context, the word "Lot" shall include that portion of property from the outside of the structure on the applicable Lot to the adjacent paved road surface. "Neat" shall require, at a minimum that the lawn be regularly cut and fertilized and that mulched areas be regularly re-mulched and kept weed free. No gravel or similar type lawns are permitted. No above ground swimming pools, tool sheds or shacks, dog or other animal pens or houses or the like, and no unsightly lawn furniture or decorations shall be permitted in such lawn areas. The Board of Directors shall determine "unsightly lawn furniture or decorations" by written definition, the purpose of which is to promote complementary improvements, and to ensure that the Lots and Dwellings present a consistent and harmonious appearance.

Section 8. Failure to Maintain. If the Owner of a Lot shall fail or refuse to maintain such Owner's Lot or the Dwelling thereon as required, the Master Association, after giving such Owner at least ten (10) days' written notice, shall be authorized to undertake such maintenance at such Owner's expense. Entry upon an Owner's Lot for such purpose shall not constitute a trespass. If such

maintenance is undertaken by the Master Association, all costs of enforcement and collection shall be secured by a lien on the applicable Lot, which may be foreclosed like an unpaid regular or special assessment in accordance with this Declaration. All such costs shall also be the personal obligation of the Owner. The conveyance of a Lot subject to such charges shall not cause the Owner to avoid such financial obligation.

Section 9. Age Restriction. Each Lot in each phase of the Properties upon which improvements are completed and which has one (1) or more permanent Occupant shall have at least one (1) permanent Occupant who is fifty-five (55) years of age or older, and all permanent Occupants must be at least sixteen (16) years of age. A surviving spouse who is a permanent occupant under the age of fifty-five (55) years and who was the spouse of a permanent occupant fifty-five (55) years of age or older, will be allowed to remain as a permanent Occupant, provided that at least eighty percent (80%) of the Lots occupied since September 13, 1988 are occupied by at least one (1) person fifty-five (55) years of age or older. A "permanent Occupant" shall be defined in these restrictions as all persons who occupy a Lot for more than eight (8) weeks in any calendar year. The Master Association shall have the right to promulgate, from time to time, reasonable Rules and Regulations governing the visitation and temporary residence of persons under the age of sixteen (16) years.

Section 10. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or on the Common Area; however, dogs, cats and other customarily kept house pets may be kept on Lots subject to such Rules and Regulations as may be adopted by the Master Association, so long as they are not kept, bred or maintained for commercial or business purposes. No pet shall be kept outside of a Dwelling on a Lot, or in a screened porch or patio. Any pet must not be a nuisance or annoyance to other Owners or Occupants of the Properties. Each pet Owner shall comply with all laws and ordinances of Hernando County pertaining to the subject matter hereof, including but not limited to, those concerning the type and number of pets that can be kept in a Dwelling.

Section 11. Signs. No signs shall be displayed on Lots, with the exception of a maximum of one (1) "For Sale" or "For Rent" sign not exceeding 36" x 24" in size. The Master Association may develop uniform sign standards and specifications to which all Owners must adhere. Notwithstanding anything to the contrary herein, Declarant and its assigns, including the Builder, shall have the exclusive right to maintain signs of any type and size on Lots which they own and on the Common Area, in connection with the development and sale of Lots.

Section 12. Water Retention Areas. The Master Association will be responsible for maintaining the portions of the Stormwater Management System which are within the Common Area including the water quality and quantity standards of the approved plans. A drainage easement is hereby dedicated to the Master Association for the purpose of maintaining the Stormwater Management System to meet water quality and quantity design standards of the approved and permitted plans.

Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance, or other Stormwater Management System capabilities as permitted by the Southwest Florida Water Management District. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the District. The District shall have the right to enforce by a proceeding at law or in equity or by administrative tribunal the provisions contained in this Declaration which relates to the maintenance, operation, and repair of the Stormwater Management System. Any

amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Area, must have the prior approval of the District. Any activity shall be subject to and governed by Permit No. 441951.05 of the Southwest Florida Water Management District.

Each Owner of a Lot that borders a water retention area shall maintain any portion thereof as may be within the boundary of such Owner's Lot free of debris, but shall not remove any wetlands species or do anything that would affect adversely water quality within the water retention area.

Swimming, boating and bathing in any lake, water retention areas, canal or body of water within or contiguous to the Property is prohibited. Docks or other structures shall not be erected in water retention areas without the prior written consent of the Board of Directors and, if required, the approval of the District. All other uses of water retention areas shall be subject to the prior written approval of the Board of Directors, and such Rules and Regulations as the Board of Directors may adopt from time to time.

Section 13. Vehicles. No vehicle shall be parked within the Properties except on a paved parking surface, driveway, or within a garage. No trucks or vehicles which are primarily used for commercial purposes, other than those temporarily present on business, nor any trailers, may be parked within the Properties. Boats, boat trailers, campers, travel trailers, mobile homes, recreational vehicles, and the like, and any vehicles not in operable condition and validly licensed, shall only be permitted to be kept within the Properties if such are kept inside a garage and concealed from public view. For the purpose of the foregoing sentence, the term "kept" shall mean present for either a period of six (6) hours or overnight, whichever is less.

Section 14. Satellite Dishes. There shall be no rooftop or exterior antennas, satellite dishes, or "earth stations" or similar signal receiving devices installed on any Lot, except as permitted by law.

Section 15. Care Facilities Prohibited. Each Lot shall be used as a residence and for no other purpose, except as set forth herein. No Lot shall be used as a residence for a care facility for compensation.

Section 16. Residential Use. All Lots shall be used for single-family, residential purposes only, and no business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Board of Directors. Notwithstanding the foregoing, nothing herein shall prevent any Builder of homes on the Properties from carrying out business related to the development, improvement, and sale of Lots and Dwellings thereon. Additionally, notwithstanding the foregoing restriction on business activity on a Lot, private offices may be maintained in Dwellings located on any of the Lots as long as such use is incidental to the primary residential use of the Dwellings and the private office use does not involve pedestrian or vehicle traffic to and from the Lot, the advertisement of the location of the office for purposes of client contact, meetings or deliveries, production of materials on the Lot, substantial deliveries to and from the Lot, or storage of business-related items and materials on the Lot.

Section 17. Hazards. Nothing shall be done or kept on a Lot or on or about the Common Area or drainage easement(s) which would increase the rate of insurance relating thereto without the prior written consent of the Master Association and no Owner shall permit anything to be done or

kept on his or her Lot or on the Common Area which would result in the cancellation of insurance on any residence or on any part of the Common Area or which would be in violation of any Law.

Section 18. Short Term Rentals. No Lot, including the Dwelling thereon, shall be leased for a period of less than ninety (90) days. No Lot, including the Dwelling thereon, shall be leased more than four (4) times in a twelve month period. The use of a Lot, including the Dwelling thereon or any portion thereof, for transient occupancy purposes is strictly prohibited. The advertising of a Lot, including the Dwelling thereon or any portion thereof, for short term occupancy shall also be a violation of this Declaration. By way of example and without limitation, listing a Lot and Dwelling on VRBO or Airbnb is prohibited, as the Properties shall not be used as hotel-like facilities, short term vacation homes, or similar places accommodating short term or transient occupancy.

Section 19. Oil Drilling. No oil drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts used in conjunction with any oil drilling or development operation, or refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas or minerals shall be erected, maintained or permitted on any Lot.

Section 20. Set-Back Requirements. There shall be minimum setback requirements for all Dwellings as required by applicable Plats and Hernando County, Florida.

Section 21. Temporary Construction. No building or structure shall be moved onto any Lot in the area covered by these restrictions. Any and all buildings or structures on or in the Property or any part thereof shall be initially constructed thereon in accordance with the terms and conditions of this Declaration.

Section 22. Cans and Containers. All cans and containers of any sort for collection and disposal of refuse, garbage, rubbish or other discarded matter must be placed in the rear of a Lot, on the side of the Lot, or in the garage, and shall not be displayed in any manner whatsoever, except on regular days for the collection of trash, garbage and rubbish, as provided by any sanitary service unit, and then only when such sanitary service unit requires the container or containers to be placed in front of any Lot.

Section 23. Minimum Square Footage. The minimum enclosed space for living areas with heated and cooled space (exclusive of open porches, garages, patios, and breezeways) for a Dwelling on a Lot shall be 900 square feet for Dwellings that are Villa Homes where Wellington Villa Homeowners Association, Inc. maintains the Lots; 1348 square feet for Dwellings that are Patio Homes where Wellington Patio Homeowners Association, Inc. maintains the Lots; and 1540 for all other Dwellings.

Section 24. Wells. No individual well will be permitted on any Lot.

Section 25. Tree Removal. In connection with the development of any Lot, no tree with a diameter of four inches (4") or greater shall be removed from said Lot without first obtaining written permission from the Master Association.

Section 26. Dumping Prohibited. No Lot shall be used as a dumping ground for rubbish. All oil tanks, bottle gas tanks, soft water tanks and similar structures or installation shall be placed

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

Section 27. Reserved for Future Use.

Section 28. Subdivision of Lots Prohibited. No Lot shall be subdivided, or boundaries changed, except with the written consent of the Association.

Section 29. Minimum Garage and Parking Requirement. All Dwellings shall have not less than a two car attached garage and a concrete driveway.

Section 30. Towing from Common Area. The Association shall have the right to tow and remove any vehicle from Common Area, including but not limited to the private roadways on the Properties, if a vehicle is without a current tag or registration, abandoned, or parked in a manner that obstructs the ingress and egress of any law enforcement, fire rescue, ambulance or other first responder. The Board of Directors shall have the exclusive authority to exercise such towing power, and such power shall not extend to any Owner, Occupant, tenant, guest or invitee.

Section 31. Height Limit. No Dwelling shall exceed two stories in height.

Section 32. Tenants and Invitees. Any Occupant, invitee, lessee, guest or tenant shall be subject to the terms and conditions of this Declaration, Articles of Incorporation, By-laws and Rules and Regulations of the Association, all as amended from time to time.

Section 33. Owners' Obligation to Repair. Each Owner shall, at his or her sole cost and expense, maintain, repair and replace the exterior of his or her Dwelling and Lot as needed to keep the same in a condition comparable to the condition of such Lot and Dwelling (including related improvements) at the time of its initial construction, excepting only normal wear and tear.

Section 34. Owners' Obligation to Rebuild. If all, or any portion of a Lot or Dwelling, is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct such improvements in a manner that will substantially restore the Lot and Dwelling to its appearance and its condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after damage occurs and shall be completed within twelve (12) months after the damage occurs. Any reconstruction or repair shall be subject to Article XI of the Master Association Restrictions. In the event that a Lot Owner fails or refuses to proceed with construction or complete construction in accordance with this Section 34, the Master Association may exercise its right of abatement, as set forth in Article X, Section 8 of this Declaration. All costs associated with the Master Association's exercise of that right of abatement shall be secured by a lien on the applicable Lot, which may be foreclosed in accordance with this Declaration. All such costs shall also be the personal obligation of the Owner.

ARTICLE XI ARCHITECTURAL CONTROL

Section 1. General Authority and Policy. The Master Association shall have the sole and absolute right to determine the style and appearance of the residential Dwellings, structures, and other improvements to be constructed on the Lots.

Section 2. Construction and Modifications Subject to ARC Approval. After the initial construction on the Lots, including Dwellings and related improvements thereon, and after conveyance by deed of such Lots to persons who are not successor, alternate, or additional Declarants or persons who are engaged in the business of constructing residential Dwellings for sale to third parties (including the Builder), no exterior change or modification shall be made to any Lot, Dwelling or related improvement thereon, nor shall any mailbox, lawn decoration, lamppost, structure, or other improvement be added to a Lot until the plans and specifications showing the nature, kind, shape, heights, materials, and exterior color, and location of same, shall have been submitted to and approved in writing by the Board of Directors of the Master Association, or by an Architectural Review Committee ("ARC") composed of three (3) or more representatives appointed by the Board of Directors. In the event the Board, or the ARC, if appointed, fails to approve or disapprove such design and location within sixty (60) days after such plans and specifications, including all plans, specifications and information reasonably requested by the ARC, have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with by the Owner. No approval shall be given by the Board of Directors or the ARC pursuant to the provisions of this Article unless it determines, in its sole discretion, that such approval shall: (1) assure harmony of external design, materials, and location in relation to surrounding buildings and topography within the Properties; (2) protect and conserve the value and desirability of the Properties as a residential community; (3) be consistent with the provisions of this Declaration; and (4) conform to or enhance, in the sole opinion of the Board or the ARC, the aesthetic appearance of the Properties. No fences shall be permitted. The Association, including its Board of Directors, Members of the ARC and all of their managing agents and experts shall not have any liability to anyone by reason of any acts or action taken or omitted in good faith pursuant to this Declaration.

Section 3. Violations. If any Structure, exterior change, or improvement shall be erected, placed, maintained, or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the ARC, such erection, placement, maintenance, or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the ARC such violation shall have occurred, the ARC shall notify the Board of the Association. If the Board agrees with the determination of the ARC with respect to the violation, then the Board shall provide written notice to the Owner setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If, in the Board's sole discretion, the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, or such other time period determined by the Board in its sole discretion, then the Association shall have and be entitled to, in addition to any other rights set forth in the Documents, all rights and remedies at law or in equity. Actions of the Board in regards to such ARC issues are final.

Section 4. Builder Exemption. The Builder shall be exempt from the requirements of this Article to the extent that Builder is completing construction and improvements on Lots based upon plans and specifications for new construction that have already been approved by the Master Association. Only where the Builder is departing from previously approved plans and specifications for new construction shall the Builder seek approval from the Association to proceed with construction and improvements to Lots.

ARTICLE XII
DISCLOSURE OF NON-INTEREST IN GOLF
COURSE AND RELATED FACILITIES

The Master Association does hereby notify and disclose to all prospective purchasers of Lots within the Wellington at Seven Hills Development or Properties, that lying adjacent to and within reasonable proximity of said Properties is a portion of an existing golf course known as Seven Hills Golf Course ("Golf Course"). In this regard, the Master Association states and discloses the following:

Section 1. Neither the Master Association nor any related entity has any proprietary or financial interest whatsoever in the Golf Course.

Section 2. The Master Association has no legal right whatsoever to establish Rules and Regulations for the use, maintenance or operation of the Golf Course.

Section 3. The purchase of a Lot within the Properties, and becoming a Member of the Master Association or any sub-association within the Properties, does not grant any rights whatsoever to an Owner for the use or enjoyment of the Golf Course.

Consent and Joinder to the Amended and Restated Master Declaration of Covenants,
Conditions and Restrictions for Wellington at Seven Hills

**CONSENT AND JOINDER TO THE AMENDED AND RESTATED MASTER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WELLINGTON AT SEVEN HILLS**

Adams Homes of Northwest Florida, Inc., a Florida corporation, as the successor Declarant of Wellington at Seven Hills Homeowners Association, Inc., and as the owner of the lots listed below, does hereby irrevocably join and consent to the proposed Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Wellington at Seven Hills, as identified in the Certificate of Amendment, stated hereinabove:

Lots 1053, 1054, 1058, 1060, 1069, 1132, and Lot 1133, Wellington at Seven Hills Phase Eleven, according to the map or plat thereof, recorded in Plat Book 37, Page 21, of the Public Records of Hernando County, Florida.

ADAMS HOMES OF NORTHWEST
FLORIDA, INC.

Matt Shook
Witness
Print Name: Matt Shook

William Bryan Adams
President

Nicholas A. Davis
Witness
Print Name: Nicholas A. Davis

STATE OF FLORIDA

COUNTY OF Santa Rosa

Sworn to and subscribed to before me this 27th day of February, 2017, by William Bryan Adams, as President of Adams Homes of Northwest Florida, Inc., a Florida Corporation, who ☒ is/are personally known to me or who ☐ has/have produced _____ as identification.

(NOTARY SEAL)

Tonye Rutherford
NOTARY PUBLIC
Print Name: TONYE RUTHERFORD
My Commission Expires: 9-14-19

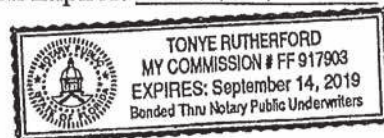


EXHIBIT "A"

FA 6100 (Rev. 9-70)

First American Title Insurance Company

SCHEDULE 1 (Continued)

Agent's File No.: 89978-A-7D
 Commitment No. FA-CQ-
 Policy No.:
 ** OFFICIAL RECORDS **
 BK: 1123 PG: 351
 OUT/JB/AHO

PARCEL I:

A portion of Section 31, Township 23 South, Range 18 East, Hernando County, Florida, being further described as follows:

ALL that portion of said Section 31, abutting holes 1 through 5 of that certain golf course property described in Declaration of Covenants, Conditions, Restrictions, and Easements recorded in O.R. Book 713, page 423, of the public records of Hernando County, Florida, which lies East of the westerly boundary line of the Florida Power Company right of way, as set out in O.R. Book 106, page 107 and rerecorded in O.R. Book 113, page 368, Hernando County, Florida, and lying North of Quality Drive, as conveyed to Hernando County in O.R. Book 711, page 1531.

Less and except the following four properties:

- a. The golf course property as conveyed to Lemko Florida, Inc, in O.R. Book 713, page 399;
and
- b. Plat of Quality Drive at Seven Hills recorded in Plat Book 28, pages 24 and 25, Hernando County. (said plat includes Elementary School site which was conveyed in Warranty Deed in O.R. Book 908, page 1858);
and
- c. Plat of Seven Hills Medical and Business Center, recorded in Plat Book 28, pages 3 and 4, Hernando County, Florida (said plat includes lands conveyed in Warranty Deed in OR Book 813, page 1825; and in Warranty Deed in OR Book 776, page 263);
and
- d. Any portion of those lands conveyed to Florida Power Corporation in Warranty Deed in OR Book 109, page 579, Hernando County, Florida.

PARCEL II:

The Northwest 1/4 of the Northwest 1/4 and the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 32, Township 23 South, Range 18 East, Hernando County, Florida.

PARCEL III:

JEN-LOU PROPERTY

EXHIBIT "B"
 PAGE 1 OF 1

FAX-000 (Rev. 0-78)

First American Title Insurance CompanySCHEDULE (Continued)

** OFFICIAL RECORDS **

BK: 1123 PG: 352

Agent's

File No.,

89978-4-7B

Commitment No. RA-CC-

OUT/DB/AMO

Policy No.:

All of the North 1/2 of the South 1/2 of Section 32, Township 23 South, Range 18 East, plus the West 3300 feet of the South 1/2 of the South 1/2, LESS the South 800 feet of Section 32, Township 23 South, Range 18 East, in Hernando County, Florida.

LESS AND EXCEPTING THE FOLLOWING:

The South 72.00 feet of the North 128.50 feet of the South 928.50 feet of the Southwest 1/4 of the Southwest 1/4 of Section 32, Township 23 South, Range 18 East, Hernando County, Florida, LESS and except the Easterly 825.00 feet and LESS road right-of-way.

LESS AND EXCEPT THE ENTIRE EXHIBIT "B" PARCELS FROM THE FOLLOWING DESCRIBED PROPERTY:

WELLINGTON AT SEVEN HILLS, PHASE ONE, according to the plat thereof as recorded in Plat Book 30, pages 36 through 38, inclusive, Public Records of Pasco County, Florida.

EXHIBIT "B"
PAGE 2 OF 2

**** OFFICIAL RECORDS ****
BK: 1122 PG: 2222

EXHIBIT "A"

**WELLINGTON AT SEVEN HILLS, PHASE ONE, according to the plat thereof
as recorded in Plat Book 30, pages 36 through 38, inclusive, Public
Records of Hernando County, Florida.**

MAR 16 '68 12:52PM BOOTH & COOK, P. A.

P.5

EXHIBIT "A"

A parcel of land being a portion of Section 31, Township 23 South, Range 18 East, Hernando County, Florida and being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of said Section 31; thence South 00 deg. 10'50" West, along the East boundary of said Northeast 1/4, 890.94 feet to a point on a curve concave Southeasterly on the Northernly right of way line of Wexford Boulevard as recorded in Plat Book 30, pages 38 through 38, Public Records of Hernando County, Florida, said curve having a radius of 162.00 feet, a delta of 42 deg. 08'12", a chord bearing of South 48 deg. 39'42" West and a chord of 116.47 feet; thence, along the arc of said curved right of way line, 119.14 feet to a point of reverse curvature of a curve concave Northwestwardly having a radius of 50.00 feet, a delta of 64 deg. 52'45", a chord bearing of South 68 deg. 01'59" West and a chord of 53.64 feet; thence, along the arc of said curved right of way line, 89.62 feet to the point of tangency; thence North 69 deg. 31'39" West, along said right of way line, 29.61 feet to the point of curvature of a curve concave Southerly having a radius of 490.00 feet, a delta of 17 deg. 11'10", a chord bearing of South 81 deg. 52'42" West and a chord of 149.45 feet; thence, along the arc of said curved right of way line, 147.00 feet to the POINT OF BEGINNING being on a curve concave Southerly having a radius of 480.00 feet, a delta of 04 deg. 37'52", a chord bearing of South 70 deg. 59'07" West and a chord of 99.69 feet; thence, along the arc of said curved right of way line, 39.61 feet to the point of tangency of said curve; thence South 69 deg. 39'11" West, along said right of way line, 149.22 feet to the point of curvature of a curve concave Southeasterly having a radius of 473.81 feet, a delta of 36 deg. 01'49", a chord bearing of South 60 deg. 28'16" West and a chord of 263.12 feet; thence, along the arc of said curved right of way line, 288.01 feet to the Northeast corner of Lot 61 of Wellington at Seven Hills, Phase One, as recorded in Plat Book 30, pages 38 through 38, Public Records of Hernando County, Florida; thence North 50 deg. 08'10" West, along the Easterly boundary of Lots 60 and 61 of said Wellington at Seven Hills, 210.99 feet; thence North 46 deg. 17'24" East, 419.94 feet; thence North 59 deg. 47'17" East, 373.00 feet; thence South 09 deg. 39'46" West, 80.11 feet; thence

(Continued)

OFFICIAL RECORDS #
BK: 1181 PG: 386

File No. 96663-4-8

Page 1

NW 16 1/4 12153PM BOOTH & COOK, P. A.

P.6

EXHIBIT "A" CONTINUED** OFFICIAL RECORDS **
BK: 2.182 PB: 387

South 59 deg. 47'17" West, 130.86 feet; thence South 30 deg. 12'43" East, 163.33 feet; thence South 13 deg. 06'18" West, 63.08 feet; thence South 16 deg. 43'01" East, 12.25 feet to the POINT OF BEGINNING.

AND

A parcel of land being a portion of Section 32, Township 23 South, Range 18 East, Hernando County, Florida and being more particularly described as follows:

Begin at the Northwest corner of the Northwest 1/4 of said Section 32; thence South 69 deg. 25'18" East, along the North boundary of said Northwest 1/4 (same being the South boundary of Spring Hill, Unit 10, as recorded in Plat Book 6, pages 64 through 68, Public Records of Hernando County, Florida) 997.67 feet; thence South 00 deg. 34'42" West, 162.68 feet; thence South 14 deg. 49'52" West, 70.60 feet; thence South 13 deg. 29'02" East, 61.73 feet; thence South 08 deg. 34'44" West, 104.46 feet to the point of curvature of a curve concave Easterly having a radius of 235.00 feet, a delta of 51 deg. 21'18", a chord bearing of South 17 deg. 05'55" East and a chord of 203.55 feet; thence, along the arc of said curve, 210.63 feet to the end of said curve; thence South 27 deg. 49'06" West, 64.62 feet; thence North 79 deg. 23'52" West, 132.45 feet; thence North 68 deg. 23'27" West, 18.36 feet; thence South 09 deg. 33'33" West, 21.53 feet; thence South 88 deg. 23'27" East, 16.35 feet; thence South 03 deg. 36'33" West, 80.00 feet to the point of curvature of a curve concave Southeasterly having a radius of 25.00 feet, a delta of 78 deg. 27'47", a chord bearing of South 64 deg. 22'40" West and a chord of 31.62 feet; thence, along the arc of said curve, 34.24 feet to the end of said curve; thence South 68 deg. 23'14" East, 68.43 feet; thence South 88 deg. 43'12" East, 76.69 feet; thence South 78 deg. 07'26" East, 76.16 feet; thence South 68 deg. 55'37" East, 76.45 feet; thence South 43 deg. 59'53" East, 76.45 feet; thence South 27 deg. 12'21" East, 88.16 feet; thence South 13 deg. 56'22" East, 62.00 feet; thence South 13 deg. 23'35" East, 80.77 feet; thence North 78 deg. 36'26" East, 68.65 feet to the beginning of

(Continued)

File No. 88863-4-B

Page 2

MAR 16 '88 12:53PM BOOTH & COOK, P. R.

P.7

EXHIBIT "A" CONTINUED

a curve concave Northeasterly having a radius of 483.00 feet, a delta of 33 deg. 25'07", a chord bearing of South 62 deg. 30'08" East and a chord of 283.49 feet; thence, along the arc of said curve, 287.65 feet to the end of said curve; thence South 20 deg. 43'14" West, 83.40 feet to the North boundary of the South 1/4 of the North 1/4 of said Section 32; thence North 89 deg. 30'02" West, along said North boundary, 843.89 feet; thence South 40 deg. 59'13" West, 83.67 feet; thence South 48 deg. 32'09" West, 80.28 feet; thence South 66 deg. 23'32" West, 50.28 feet; thence South 85 deg. 57'40" West, 203.30 feet to the beginning of a curve concave Southwesterly having a radius of 640.00 feet, a delta of 29 deg. 24'35", a chord bearing of North 19 deg. 32'34" West and a chord of 324.92 feet; thence, along the arc of said curve, 328.51 feet to the point of reverse curvature of a curve concave Easterly having a radius of 50.00 feet, a delta of 59 deg. 03'44", a chord bearing of North 04 deg. 42'59" West and a chord of 49.29 feet; thence, along the arc of said curve, 51.64 feet to a point on the curved (concave Southwesterly) right of way line of Weyford Boulevard as recorded in Plat Book 30, pages 38 through 39, Public Records of Hernando County, Florida, said right of way line having a radius of 162.00 feet, a delta of 119 deg. 01'17", a chord bearing of North 33 deg. 12'31" West and a chord of 277.76 feet; thence, along the arc of said right of way line, 333.70 feet to the beginning of a curve concave Northwesterly having a radius of 50.00 feet, a delta of 42 deg. 18'23", a chord bearing of North 66 deg. 37'39" East and a chord of 38.09 feet; thence, along the arc of said curve, 38.62 feet to the point of reverse curvature of a curve concave Southeasterly having a radius of 640.00 feet, a delta of 45 deg. 32'24", a chord bearing of North 68 deg. 14'40" East and a chord of 485.40 feet; thence, along the arc of said curve, 508.69 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 25.00 feet, a delta of 48 deg. 40'10", a chord bearing of North 88 deg. 40'47" East and a chord of 20.60 feet; thence, along the arc of said curve, 21.24 feet to the end of said curve; thence South 85 deg. 22'39" East, 29.05 feet; thence North 72 deg. 33'37" West, 124.27 feet; thence North 64 deg. 59'51" West, 82.21 feet; thence North 54 deg. 17'49" West, 82.21 feet; thence North 43 deg. 24'08" West, 82.21 feet; thence North 31 deg. 41'01" West, 142.60 feet; thence North 69 deg. 05'51" West, 72.33 feet; thence North 40 deg. 33'31" West, 66.10 feet; thence North 30 deg. 12'48" West, 67.16 feet; thence North 08 deg. 30'38" West, 67.27 feet; thence North 01 deg. 44'30" West, 172.91 feet to the POINT OF BEGINNING.

File No. 88883-48

OFFICIAL RECORDS
BK: 1181 PG: 388

EXHIBIT "A"

Wellington at Seven Hills, Phase One, according to the plat thereof recorded in Plat Book 30, Pages 36 through 38 of the Public Records of Hernando County, Florida.

Wellington at Seven Hills, Phase Two, according to the plat thereof recorded in Plat Book 31, Pages 18 through 20 of the Public Records of Hernando County, Florida.

Wellington at Seven Hills, Phase Three, according to the plat thereof recorded in Plat Book 31, Pages 37 through 39 of the Public Records of Hernando County, Florida.

Wellington at Seven Hills, Phase Four, according to the plat thereof recorded in Plat Book 32, Pages 12 through 13 of the Public Records of Hernando County, Florida.

Wellington at Seven Hills, Phase Five A, according to the plat thereof recorded in Plat Book 32, Pages 28 through 29 of the Public Records of Hernando County, Florida.

Wellington at Seven Hills, Phase Five C, according to the plat thereof recorded in Plat Book 32, Pages 42 through 43 of the Public Records of Hernando County, Florida.

Wellington at Seven Hills, Phase Five D, according to the plat thereof recorded in Plat Book 33, Pages 18 through 19 of the Public Records of Hernando County, Florida.

Wellington at Seven Hills, Phase Six, according to the plat thereof recorded in Plat Book 33, Pages 24 through 25 of the Public Records of Hernando County, Florida.

Wellington at Seven Hills, Phase Seven, according to the plat thereof recorded in Plat Book 33, Pages 49 through 50 of the Public Records of Hernando County, Florida.

Wellington at Seven Hills, Phase Eight, according to the plat thereof recorded in Plat Book 34, Pages 34 through 35 of the Public Records of Hernando County, Florida.

Wellington at Seven Hills, Phase Nine, according to the plat thereof recorded in Plat Book 35, Pages 24 through 25 of the Public Records of Hernando County, Florida.

Wellington at Seven Hills, Phase Ten, according to the plat thereof recorded in Plat Book 37, Pages 11 through 12 of the Public Records of Hernando County, Florida.

Wellington at Seven Hills, Phase Eleven, according to the plat thereof recorded in Plat Book 37, Pages 21 through 24 of the Public Records of Hernando County, Florida.

EXHIBIT "B"

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of WELLINGTON AT SEVEN HILLS HOMEOWNER'S ASSOCIATION, INC., a Florida corporation, filed on March 26, 1997, as shown by the records of this office.

The document number of this corporation is N97000001683.

Witness under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-sixth day of March, 1997



0012022 (11-95)

Sandra B. Matham

Sandra B. Matham
Secretary of State

ARTICLES OF INCORPORATION

OF

FILED

97 MAR 26 PM 1:48

WELLINGTON AT SEVEN HILLS HOMEOWNER'S ASSOCIATION, INC.
A NOT-FOR-PROFIT FLORIDA CORPORATION

In compliance with the requirements of the Florida Statutes, the undersigned, all of whom are residents of Pasco County, Florida, and of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not-for-profit. The undersigned hereby certify:

ARTICLE I

The name of the corporation shall be WELLINGTON AT SEVEN HILLS HOMEOWNER'S ASSOCIATION, INC. (hereinafter referred to as "Association").

ARTICLE II

The principal and initial registered office of the Corporation is located at: 6709 Ridge Road, Fort Richey, FL 34668. The Registered Agent is: DAVID C. NORTON.

ARTICLE III

This Corporation does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for ownership, maintenance and preservation of the "Common Area" and other commonly enjoyed improvements and areas as defined hereinafter in the Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration"), and to provide, according to the provisions of the Declaration, within that certain tract of property or so much thereof as has been made subject to the Declaration (hereinafter referred to as "Property"), for the promotion of the health, safety and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Corporation, and in furtherance of these purposes, to:

A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, as same may be amended from time to time as therein provided.

B. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses incident to the conduct of the business of the Corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the Corporation.

C. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association; provided, however, no such dedication or transfer shall be effective unless a resolution signed by the Board of Directors certifying that not less than two-thirds (2/3rds) of each class agree to such dedication or transfer has been recorded in the Public Records of Pasco County, Florida, with formalities necessary for the recordation of a deed.

D. Borrow money, and with the assent of not less than fifty one percent (51%) of each class, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

E. Dedicate, sell or transfer all or any part of the Common Area to a public agency, authority, or utility for such purposes and subject to such conditions as may be provided in the Declaration, including but not limited to the Restrictions that have been recorded in the Public Records of Pasco County, Florida, with formalities necessary for the recordation of a deed.

F. Have and exercise any and all powers, rights and privileges which a corporation organized under Chapter 617, Corporations Not-for-Profit, Laws of the State of Florida, by law may or hereafter have or exercise.

G. Have and exercise any and all powers, rights and privileges which a corporation organized under Chapter 617, Corporations Not-for-Profit, Laws of the State of Florida, by law may or hereafter have or exercise, including but not limited to the right to be sued.

H. Operate and maintain common property, specifically the surface water management system including any mitigation areas as permitted by the Southwest Florida Water Management District including all lakes, retention areas, culverts and related appurtenances. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

The Corporation is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by assessments against members as provided in the Declaration and no part of any net earnings of the Association will inure to the benefit of any member.

ARTICLE IV

The Declarant, to the extent provided in the Declaration, and every person or entity who is a record Owner of a fee or undivided fee interest in any unit and/or residential lot which is subject by the Declaration to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment by the Association.

ARTICLE V

The period of duration of this Association shall be perpetual.

ARTICLE VI

The name and address of each subscriber is:

DAVID C. NORTON, President
6709 Ridge Road
Port Richey, FL 34668

GEORGE K. SLEMAN, Vice Pres.
6709 Ridge Road
Port Richey FL 34668

SUSAN SILVA, Secretary/Treasurer
6709 Ridge Road
Port Richey, FL 34668

ARTICLE VII

The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than three (3) persons who need not be members of the Association. The first Board of Directors shall have three (3) members, and in the future that number will be determined from time to time in accordance with the provisions of the By-Laws. The manner in which the directors are to be elected or appointed is as stated in the by-laws.

The names and addresses of the persons who are to act initially in the capacity of directors until the selection of their successors are:

DAVID C. NORTON, GEORGE K. SLEMAN, SUSAN SILVA
6709 Ridge Road, Port Richey, FL 34668

ARTICLE VIII

The officers of this Association shall be a President, a Vice President, both of whom shall at all times be members of the Board of Directors, a Secretary and a Treasurer and such other officers as the Board may from time to time by resolution create. The

election of officers shall take place at the first meeting of the Board of Directors.

ARTICLE IX

The By-Laws of the Association may be made, altered or rescinded at any annual meeting of the Association, or at any regular or special meeting duly called for such purpose, on the affirmative vote of not less than fifty-one percent (51%) of each class existing at the time of any such meeting and present at the meeting in person or by proxy except that the initial By-Laws of the Association shall be made and adopted by the Board of Directors.

ARTICLE X

The Association shall have two classes ("A" and "B") of voting membership which shall exist and possess such rights and be subject to such limitations as set forth in the Declaration.

ARTICLE XI

In the event of dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for the purposes similar to those for which this Association was created. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization or be devoted to such similar purposes, or distributed to the members as appurtenances (if real property or any interest therein) to the members' lots, subject to any and all applicable laws. This Article is subject to provisions of Florida Statutes 617.0105.

ARTICLE XII

Proposals for the alteration, amendment or rescission of these Articles of Incorporation may be made by not less than two-thirds (2/3) of the total number of votes in person or by proxy at a special or regular meeting of the members.

ARTICLE XIII

Anything herein to the contrary notwithstanding during the time that Declarant, as defined in the By-Laws, is actively developing or selling the Subdivision or the remaining lands described in the Declaration, or any property hereafter annexed, Developer reserves the right to amend the Declaration, the Articles of Incorporation and the By-Laws of the Association in any manner whatsoever; provided, however, that Developer may not alter the character of the development as residential, nor may Developer

delete any Common Area designated, submitted or committed to common usage. Declarant's rights hereunder may be assigned to any successor to all or any part of Developer's interest in the Subdivision.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Florida, the undersigned, the incorporators of this Association, have executed these Articles of Incorporation this 18th day of February, 1997.

David C. Norton
DAVID C. NORTON, PRESIDENT

George K. Sleeman
GEORGE K. SLEEMAN, Vice Pres.

Susan Silva
SUSAN SILVA, Sect. Treasurer

STATE OF FLORIDA)
COUNTY OF DUSCO)

The foregoing instrument was acknowledged before me this 18th day of Feb, 1997, by DAVID C. NORTON, GEORGE K. SLEEMAN and SUSAN SILVA, who are personally known to me or has produced a driver's license as identification and (did/did not) take an oath.

Alta M. Resch
Notary Public

ALTA M. RESCH
Printed Name of Notary
My Commission Expires:

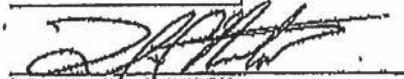


ALTA M. RESCH
MY COMMISSION # 00277007 EXPIRES
April 28, 1997
RENOVATED THEFT AND FRAUD, INC.

ACCEPTANCE

Having been named to accept service of process for the above stated corporation, at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated February 18, 1997.


DAVID C. NORTON
Registered Agent

FILED
97 MAR 26 PM 1:49
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MINUTES OF THE BOARD OF DIRECTORS MEETING
WELLINGTON AT SEVEN HILLS HOMEOWNERS ASSOCIATION, INC.

At a meeting held on August 19, 1997 at 6709 Ridge Road, Suite 200, Fort Richey, Florida 34668, the following was resolved:

RESOLVED, that the Wellington at Seven Hills Homeowners Association, Inc. agreed to operate and maintain the surface water management system in compliance with all permit conditions which will service Wellington at Seven Hills - Phase I.

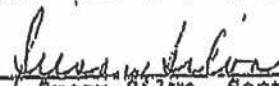
By:


David C. Norton, President

CERTIFICATION

The undersigned, as Secretary of Wellington at Seven Hills Homeowners Association, Inc. certify that the foregoing Resolution is a true and bona fide copy of the actions taken by the Board of Directors and is in full force and effect and authorizes David C. Norton to execute necessary documents to commence work as soon as possible.

By:


Susan Silva, Secretary

11/08/2009 11:17 FAX B10 228 8820

BUSH ROSS P.A.

001/005

Division of Corporations

Page 1 of 1

N97000001683

**Florida Department of State
Division of Corporations
Public Access System**

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Fax Number : (850) 617-6380

From: Account Name : BUSH ROSS, P.A.
Account Number : [REDACTED]
Phone : (813) 223-9255
Fax Number : (813) 223-9620

SECRETARY OF STATE
STATE PLASSF. FLORIDA

09 NOV -6 PM 3:14

FEB 09

FOR ENA - 10977.0

**COR AMND/RESTATE/CORRECT OR O/D RESIGN
WELLINGTON AT SEVEN HILLS HOMEOWNER'S ASSOCIATION, I**

2009 NOV 9 - AM 9:00

2009 NOV 9 - AM 9:00

SECRETARY OF STATE
STATE PLASSF. FLORIDA

Certificate of Status	0
Certified Copy	1
Page Count	02
Estimated Charge	\$43.75

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10/27/2009

11/08/2008 11:17 FAX 818 220 8820

BUSH ROSS PA

002/005

850-817-8381

10/27/2008 3:47:58 PM PAGE 1/001 Fax Harvey



October 27, 2009

FLORIDA DEPARTMENT OF STATE

Division of Corporations

WELLINGTON AT SEVEN HILLS HOMEOWNER'S ASSOCIATION, INC.
400 WERFORD BLVD.
SPRING HILL, FL 34609

SUBJECT: WELLINGTON AT SEVEN HILLS HOMEOWNER'S ASSOCIATION, INC.
REF: N97000001683

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

The current name of the entity is as referenced above. Please correct your document accordingly.

If there are MEMBERS ENTITLED TO VOTE on a proposed amendment, the document must contain: (1) the date of adoption of the amendment by the members and (2) a statement that the number of votes cast for the amendment was sufficient for approval.

If there are NO MEMBERS OR MEMBERS ENTITLED TO VOTE on a proposed amendment, the document must contain: (1) a statement that there are no members or members entitled to vote on the amendment and (2) the date of adoption of the amendment by the board of directors.

IF THE OWNERS ARE THE MEMBERS, PLEASE CORRECT DOCUMENT TO READ: OWNERS/MEMBERS.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6906.

Darlene Connell
Regulatory Specialist II

FAX Aud. #: 888000228873
Letter Number: 809A00034108

P.O. BOX 6327 - Tallahassee, Florida 32314

11/06/2008 11:18 FAX 818 228 8820

BUSH ROSS PA

0003/008

Articles of Amendment
to
Articles of Incorporation
of

Wellington at Seven Hills Homeowner's Association, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

N97000001683

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1005, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.

B. Enter new principal office address, if applicable:
(Principal office address MUST BE A STREET ADDRESS)

C. Enter new mailing address, if applicable:
(Mailing address MAY BE A POST OFFICE BOX)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent:

New Registered Office Address:

(Florida street address)

(City)

Florida

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

09 NOV -6 PM 3:14
SECRETARY OF STATE
ATTEST: JEFF E. GRIFFIN

11/08/2008 11:18 FAX 919 228 8820

BUSH ROSS PA

004/005

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added.
(Attach additional sheets, if necessary)

Title	Name	Address	Type of Action
_____	_____	_____	<input type="checkbox"/> Add
_____	_____	_____	<input type="checkbox"/> Remove
_____	_____	_____	<input type="checkbox"/> Add
_____	_____	_____	<input type="checkbox"/> Remove
_____	_____	_____	<input type="checkbox"/> Add
_____	_____	_____	<input type="checkbox"/> Remove

B. If amending or adding additional Articles, enter changes here:
(attach additional sheets, if necessary). (Be specific)

WHEREAS, James S. Johnson, President, and John B. Sullivan, Secretary, of Wellington at Seven Hills Homeowner's Association, Inc. (the "Association"), do hereby certify that, in accordance with Article XII of the Articles of Incorporation for Wellington at Seven Hills Homeowner's Association, Inc. ("Articles of Incorporation"), the following amendments to Article III, paragraphs C and D of the Articles of Incorporation were duly approved by the affirmative vote of at least two-thirds (2/3) of the Owners present in person or by proxy at a duly called and noticed meeting of the Association, which was held on September 16, 2009:

C. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association; provided, however, no such dedication or transfer shall be effective unless a resolution signed by the President and Secretary of the Board of Directors certifying that not less than two-thirds (2/3) of each class of the total number of votes in person or by proxy at a special or regular meeting of the members agreed to such dedication or transfer has been recorded in the Public Records of Pasco-Hernando County, Florida, with formalities necessary for the recording of a deed.

AND

D. Borrow money, and with the assent of not less than fifty-one percent (51%) of each class, two-thirds (2/3) of the total number of votes in person or by proxy at a special or regular meeting of the members, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

CODING: Deleted language is marked with a strikethrough line and new language is marked with a double underline.

11/08/2008 11:18 FAX 813 223 8820

RUSH RDSS PA

005/006

The date of each amendment(s) adoption: September 16, 2009
(date of adoption is required)
Effective date if applicable: _____
(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

- ☒ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- ☐ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated Nov 4 2009

Signature James S. Johnson
(By the chairman or vice chairman of the board, president or other officer. If directors have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

James S. Johnson
(Typed or printed name of person signing)

President
(Title of person signing)

EXHIBIT "C"

**AMENDED AND RESTATED BYLAWS OF WELLINGTON AT SEVEN HILLS
HOMEOWNER'S ASSOCIATION, INC.**

1. **Name and Location.** The name of the corporation is WELLINGTON AT SEVEN HILLS HOMEOWNER'S ASSOCIATION, INC. (the "Association"). The principal office of the corporation shall be located at 400 Wexford Blvd., Spring Hill, FL 34609 or at such other location determined by the Board of Directors (the "Board") from time to time.

2. **Definitions.** The definitions contained in the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Wellington at Seven Hills (the "Declaration") relating to the residential community known as Wellington at Seven Hills, recorded in the Public Records of Hernando County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

"Minutes" shall mean the minutes of all member and Board meetings. In the absence of governing Florida Statutes, the Board shall determine the form of the Minutes.

"Official Records" shall mean all records required to be maintained by Association pursuant to Section 720.303(4) of the Florida Statutes, as amended from time to time.

3. **Members.**

3.1 **Voting Interests.** Each Lot Owner shall be a member of Association. No person who holds an interest in a Lot only as security for the performance of an obligation shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. There shall be one (1) vote appurtenant to each Lot. For the purposes of determining who may exercise the Voting Interest associated with each Lot, the following rules shall govern:

3.1.1 **Lot Owned By Multiple Persons.** When a Lot is owned by multiple persons, only one person (but not both or all persons) may exercise the Voting Interest with respect to a Lot. In the event that co-owners of a Lot cannot agree, neither may exercise the Voting Interest.

3.1.2 **Trusts.** In the event that any trustee holds title to a Lot, the Association shall have no obligation to review the trust agreement with respect to such trust. By way of example, if the Lot is owned by John Doe, as Trustee, John Doe shall be deemed the Owner of the Lot for all Association purposes. If the Lot is owned by John Doe as Trustee for the Jane Doe Trust, then John Doe shall be deemed the Member with respect to the Lot for all Association purposes. If the Lot is owned by the Jane Doe Trust, and the deed does not reference a trustee, Jane Doe shall be deemed the member with respect to the Lot for all Association purposes. If the Lot is owned by the Doe Family Trust, the Doe Family Trust may not exercise its Voting Interest unless it presents to Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to Association, the identification of the person who should be treated as the Member with respect to the Lot for all Association purposes. If John Doe and Jane Doe, as Trustees, hold title to a Lot, either trustee may exercise the Voting Interest associated with such Lot. In the event of a conflict between trustees, the Voting Interest for the Lot in question cannot be exercised. In the event that any other form of trust ownership is presented to Association, the