

Prepared by and return to: .  
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**\*\* OFFICIAL RECORDS \*\***  
**BK: 1123 PG6: 375**

**FILE# 97-016339**  
**HERNANDO COUNTY, FLORIDA**

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**KAREN NICOLAI, CLERK**

**DECLARATION OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**

Declaration covering certain lots within Wellington at Seven Hills Phase One, a subdivision of Hernando County, Florida, according to the plat thereof recorded in Plat Book 30, Pages 36 through 38, Public Records of Hernando County, Florida, and any and all additional property which may be annexed from time to time by the Declarant as provided for hereinafter.

WHEREAS, REGENCY WELLINGTON, INC., a Florida Corporation (hereinafter referred to as "Declarant") is the owner of said property, known by official plat description as:

Lots 1 through 14, inclusive, and Lots 71 through 90, inclusive, Wellington at Seven Hills Phase One, a subdivision of Hernando County, Florida, according to the plat thereof recorded in Plat Book 30, Pages 36 through 38, Public Records of Hernando County, Florida;

WHEREAS, in addition to the above described Lots, in the event other property is annexed in whole, or in part, by Declarant, and become part of the Declaration of Covenants, Conditions and Restrictions, it shall be done by way of amendment to this Declaration; provided nothing herein shall be construed as ~~obligating Declarant to annex any other property; and~~

WHEREAS, Declarant has or will cause to be incorporated under the laws of the State of Florida, **WELLINGTON VILLA HOMEOWNERS ASSOCIATION, INC.**, as a Florida corporation, not-for-profit, for the purposes hereinafter set forth.

NOW, THEREFORE, for the purposes of enhancing and protecting the value, attractiveness and desirability of the lots described above, Declarant hereby declares that all of said lots and all property annexed hereto, and each part thereof shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding upon all

parties having any right, title or interest in the abovedescribed property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof, as provided for hereinafter.

**ARTICLE I**  
**Definitions**

**SECTION 1.** "Association" shall mean and refer to **WELLINGTON VILLA HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation, not-for-profit, its successors and assigns.

**SECTION 2.** "MASTER ASSOCIATION" shall mean and refer to the **WELLINGTON AT SEVEN HILLS HOMEOWNER'S ASSOCIATION, INC.**, a Florida corporation, not-for-profit, its successors and assigns.

**SECTION 3.** "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, or unit, as hereinafter defined, which is a part of the hereinabove-described property and annexed hereto and made a part hereof, but shall not include those persons or entities holding title merely as security for the performance of an obligation or the Declarant.

**SECTION 4.** "Common Area" as used herein shall mean any and all real property owned by the Master Association together with any areas wherein an easement(s) is granted to the Master Association for the maintenance of same, including but not limited to drainage easements and entrance amenities, whether conveyed to the Master Association or provided by easement, and any and all improvements constructed thereon, for the common use and enjoyment of the Owners; further including Tracts A through I, inclusive, landscape areas and easements, private entrance features and private streets; provided, however, the use and enjoyment of the common areas may be restricted or prohibited as provided herein, or as may be, from time to time, determined by the Association or Master Association.

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~~**SECTION 5.** "Declarant" shall mean and refer to the person or entity who is developing the above described property, its successors and assigns.~~

**SECTION 6.** Declarant shall at all times have the right to assign any interest it may have from time to time herein to any successor, nominee or assigns as to all or a portion of the property annexed hereunder, including but not limited to the

proposed builder of the homes, REGENCY COMMUNITIES, INC., ("Builder").

SECTION 7. "Lot" shall mean and refer to any residential lot, as described above and any and all lots that may be annexed from time to time.

SECTION 8. "Subdivision" shall mean and refer to the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

SECTION 9. "Member" shall mean every person or entity of each class who holds membership in the Association, as hereinafter provided.

SECTION 10. The Master Association shall be responsible for the maintenance of the Common Area as defined in Section 4 of Article I above. It is the intent of Declarant to cause Builder, as hereinafter defined, to construct multi-family villas on the lots, whereby the Association shall maintain the lawns, landscaping, sprinkler systems, exterior painting of dwelling units and roof maintenance, repair, and replacement. The term "maintenance" shall, therefore, include the above stated responsibilities of the Association. Further, assessments for such maintenance shall be in addition to the assessments set forth in the Master Declaration by the Master Association.

## ARTICLE II Property Rights

SECTION 1. Owner's Easements of Enjoyment. The plat of Wellington at Seven Hills Phase One reflects thereon certain Tracts and other Common Areas which shall be deemed a part of the Common Area. Every Owner of a lot shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to said lot or unit, subject to the following provisions:

A. The right of the Association or Master Association to adopt reasonable rules and regulations for the use thereof;

B. The right of the Association or the Master Association to suspend the voting rights and right to use Common Area by an Owner for violation of the terms and conditions of this

Declaration or the Master Association, including, but not limited to:

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

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

C. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the members and the applicable government authorities; however, no such dedication or transfer shall be effective unless an instrument signed by the Declarant in the event the Declarant owns any Lots above described or annexed hereto, and an instrument duly reflecting such dedication or transfer and executed by the properly authorized Declarant representative has been duly filed among the Public Records of Hernando County, Florida, with formalities necessary for the recordation of a deed.

**SECTION 2. Other Easements.**

A. Utilities. Easements for installation and maintenance of utilities and drainage and conservation facilities are shown on the recorded subdivision plat or by separate instrument recorded in the Public Records of Hernando^ County, Florida. Within these easements, no structure, shrubbery, trees, bushes or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may damage, interfere with or change the direction of flow of drainage facilities in the easements.

B. Dwelling Units - Structure. No dwelling unit or other structure of any kind shall be built, erected or maintained on any such easement, reservation or right-of-way and such ~~easements, reservations and rights-of-way shall at all times be~~ open and accessible to the public and quasi-public utility corporation, their employees and contractors and shall also be open and accessible to Declarant, its successors and assignees, all of whom shall have the right and privilege of doing whatever may be necessary, in, on, under and above such locations to carry out any of the purposes for which such easements, reservations and rights of entry are reserved.

C. Easement Rights of Declarant And Owners. As above stated, it is the intent to construct villa homes upon the lots with minimal setbacks to lot lines. Therefore, Declarant, Builder and Association are hereby granted an easement upon all lots to enter upon such lot(s) for construction, maintenance, repair and replacement of improvements made or to be made. Further, Declarant and/or Association is hereby granted such easement for maintenance, repair, upkeep and replacement including, but not limited to, painting, landscaping, repair or replacement of structural matters such as walls and roofs. In such event, Declarant and/or Association, as the case may be, shall use reasonable care not to alter or damage the easement area, and repair and restore any such damage; provided, however, no Owner shall improve or alter such easement area by constructing or placing any landscaping or other improvements in such area without the prior written consent of Declarant and/or Association.

SECTION 3. Party Walls. Each wall which is built as a part of the construction of the Villas and placed on the dividing line between each dwelling unit shall constitute a party wall (including the roof and other structural improvements) and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. Each Owner shall have a nonexclusive easement over and across the adjacent party's property as may be reasonably necessary to maintain and repair the party wall. In the event of any dispute arising concerning a party wall, or under the provisions of this Section, each party shall choose one Arbitrator, and such Arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

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SECTION 4. No Partition. There shall be no judicial partition of the Common Area nor shall Declarant or any Owner or other person or entity acquiring any interest in the subject property or any part hereof, seek judicial partition thereof.

**ARTICLE III**

**Membership In-Association: Voting Rights**

SECTION 1. Membership. Every Owner of a lot which is subject to assessment shall be a member of Association.

Memberships shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

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

A. Class A. Class A members shall be all Owners of Lots, Units or Parcels subject to assessment provided, however, so long as there is Class B membership, the Declarant shall not be a Class A member. The voting rights appurtenant to Class A Lots, Units or Parcels shall be as follows:

1. Lots. Owners of Class A Lots shall be entitled to one (1) vote for each Lot owned.

2. Units. Owners of Class A Units shall be entitled to one (1) vote for each Unit owned.

3. Parcels. The Owner of a Class A Parcel designated on the General Land Plan for single-family residential use shall be entitled to four (4) votes per acre. The Owner of a Class A Parcel designated on the General Land Plan for multi-family residential use shall be entitled to eight (8) votes per acre. Upon platting or the submission of such Parcels to condominium ownership, any portion so platted or submitted shall cease being a Parcel.

B. Class B. The Class B member shall be the Declarant. Class B Lots, Units, and Parcels shall be all Lots, Units, and Parcels owned by the Declarant which have not been converted to Class A as provided below. The voting rights appurtenant to the Class B Lots, Units and Parcels shall be as follows:

1. Lots. The Declarant shall be entitled to nine (9) votes for each Class B Lot which it owns.

2. Units. The Declarant shall be entitled to nine (9), votes for each Class B Unit which it owns.

3. Parcel. The Declarant shall be entitled to thirty-six (36) votes per acre for each Class B Parcel it owns or has under option which are designated on the General Land Plan for single-family residential use. The Declarant shall be entitled to seventy-two (72) votes per acre for each Class B Parcel, it owns which is designated on the General Land Plan for

multi-family residential use. For purposes of this Declaration a multi-family unit is defined as an attached building constructed and designed for two (2) or more dwellings.

SECTION 3. Vote. The vote required for the passage of any particular issue, which shall be the proper subject of a vote by the members of the Association, shall be that number as set forth in the Articles of Incorporation and By-Laws of **WELLINGTON VILLA HOMEOWNERS ASSOCIATION, INC.**, as the same may be amended from time to time; provided, however, until such time as Declarant ceases to own any property in the Subdivision and any property annexed thereto, any action regarding the Common Area must be approved by the Declarant in determining whether or not the sufficient percent or number of Members are present for a quorum, or whether or not a sufficient percent or number of Members or votes shall be determined as to each class, and should any class not have the required percent or number of Members or votes necessary, then no action can be voted upon.

**ARTICLE IV**

**Covenant for Maintenance Assessments**

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

A. general assessments or charges, which may be levied annually, semi-annually, quarterly or monthly, as determined by the Board of Directors; and

B. special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and

C. reserves for anticipated capital ~~improvements including, but not limited to, exterior painting of~~ dwelling units and roof repairs, maintenance and replacement.

The general and special assessments and reserves, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with maximum interest allowed by law, applicable late charges as may be from time to time established by

the Association, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

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

A. Promote the recreation, health, safety and welfare of the members of the Association; and

B. Provide for the improvement and maintenance as set forth in Section 10 of Article I hereof, if determined to be necessary by the Association, through its Board of Directors, the cleaning of, and debris removal from the dedicated areas; and

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

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

1. carry and pay for public liability and other insurance, insuring the Association and its officers and directors against any and all liability to any Owner and others arising out of the occupancy and/or use of the Common or Easement Area(s). Policy limits shall be reviewed at least annually and increased or decreased at the discretion of the Board of Directors upon a proper vote as set forth in the By-laws hereto at a meeting ~~duly called for the purpose of determining the annual assessments;~~ specifically, the Association shall obtain insurance for all insurable improvements against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost less any deductible of any repair or reconstruction in the event of damage or destruction from any such hazard, and shall also obtain a public liability policy covering all damage or injury caused by the negligence of the Association or any of its employees



or agents. The Association at all times shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary. The Association additionally may cause all persons responsible for collecting and disbursing Association moneys to be insured or bonded with adequate fidelity insurance or bonds.

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

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

4. maintenance, repair, upkeep and replacement of sprinkler systems, lawns on lots, roofs and exterior painting of all dwelling units on lots described above or annexed hereto.

**SECTION 3. Maximum General Assessments.**

A. Until December 31, 1998, the maximum monthly assessment shall be \$74.00 per lot.

B. From and after December 31, 1998, the maximum general assessment may be increased each year not more than ~~fifteen percent (15%) above the maximum assessment for the previous~~ year without a vote of the membership.

C. From and after December 31, 1998, the maximum general assessment may be increased above fifteen percent (15%) only by a vote of not less than two-thirds (2/3rds) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

D. The Board of Directors may fix the general assessment at an amount not in excess of the maximums set forth hereinabove required for the purposes set forth above.

E. Notwithstanding anything to the contrary stated herein, the Declarant, its designees or assignees shall be excused from the payment of assessments for current operating expenses and reserves.

**SECTION 4. Special Assessments for Capital Improvements.**

In addition to the annual assessment authorized above, the 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 a capital improvement, including building and fixtures and personal property related thereto and for other purposes as designated by the 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 5. Notice and Quorum for Any Action**

**Authorized Under Section 4.** Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast one-third (1/3) of all the votes of the membership shall constitute a quorum.

**SECTION 6. Reserves.** The Board of Directors shall establish a reserve fund for anticipated capital improvements as provided herein for maintenance, repair and replacement of improvements upon the lots for which the Association has assumed.

~~**SECTION 7. Maintenance Contract.**~~ ~~In regard to the obligation of the Association to maintain the premises as provided herein, the Association, by and through its Board of Directors, shall have the right and power to contract with a maintenance company to carry out the obligations in regard to the maintenance as set forth hereinabove.~~

**SECTION 8. Uniformity.** Both general and special assessments must be fixed at a uniform rate for all lots, subject, however, to the provisions of Article IV, Section 10.

**SECTION 9. Subordination of the Lien to Mortgages.**

The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage securing an indebtedness and shall also be subordinate to any mortgage owned or insured by the Federal Housing Administration or the Veterans' Administration. An institutional first mortgage referred to herein shall be a mortgage upon a single lot/unit originally granted to and owned by a bank, savings and loan association, or the Declarant or through their respective loan correspondents, intended to finance the purchase of a lot/unit or its refinance or secure loan when the primary security for the same is the single lot/unit involved. Should any institutional first mortgagee, as described hereinabove, foreclose its mortgage against a lot/unit and obtain title to said lot/unit secured by such first mortgage by conveyance in lieu of foreclosure, then so long thereafter as such institutional mortgagee shall hold title to said lot/unit, the first mortgagee shall pay its share of the general and special assessments and reserves, as provided for herein; provided, however, this provision as to payment of assessments and reserves shall not apply to the Declarant. The sale or transfer of any lot/unit pursuant or subsequent to a foreclosure or proceeding in lieu thereof shall not extinguish the personal obligation of the Owner who was the Owner of Record prior to, said foreclosure or proceeding in lieu thereof.

**SECTION 10. Budget.** The Association, subject to the maximum general and special assessments and reserves provided for herein, shall assess the members annually or semi-annually, quarterly or monthly, through its Board of Directors, a sum sufficient to equal the annual budget adopted from year to year by the Board of Directors and will instruct its members to commence with payments of their respective assessments to the Association simultaneously with the execution of this document, save and except, that for the first year thereof, the assessment for each member shall be set forth by the Declarant, the same being based on an estimate of the actual cost of the obligations of the Association as set forth herein for the operation and maintenance of the Association obligations in accordance with the terms hereof for the first twelve (12) calendar months, and each and every assessment and reserves shall be payable to the Association, in advance, in accordance with and subject to the terms, covenants and conditions of the Declaration, the Articles and the By-laws of the Association. The Declarant shall guarantee payment of actual costs in excess of the revenues of the Association from all sources to Association until December 31, 1998. Except for this guarantee, Declarant shall not be required to pay general and/or special

assessments; provided, however, Declarant may, in Declarant's sole discretion extend such guarantee, in whole or in part, from year to year. "All sources" includes, but is not limited to revenues from the operation of recreation facilities, accounting service fees, property management fees, guest fees, user fees, and the annual assessments levied against the Owners of Class A Lots, Units, or parcels, other than the Declarant.

**ARTICLE V**  
**Exterior Maintenance**

**Exterior Maintenance Cost.** In the event a need exists for maintenance not a responsibility of the Association of a lot caused through the willful or negligent acts of its Owner, of the family, guests or invitees of the Owner of the lot needing such maintenance, then the Board of Directors of the Association shall cause a notice of such maintenance to be mailed to the offending lot owner granting thirty (30) days within which to cure the maintenance deficiency and in the event the lot owner fails to cure such deficiency, then the authorized representative of the Association may enter upon the lot when necessary and with as little inconvenience to the owners as possible in connection with such maintenance care and preservation set forth hereinabove. The cost of such exterior maintenance and or repairs shall be added to and become a part of the assessment to which said lot is subject.

**ARTICLE VI**  
**Subdivision Use Restrictions**

The lots described above, or annexed hereto, shall be occupied and used only as follows:

A. Each lot shall be used as a residence and for no other purpose, specifically prohibiting the use of a residence for a care facility for compensation.

~~B. No business of any kind shall be conducted in any residence with the exception of the business of Declarant and its transferees in developing all of the lots as hereinafter set forth; provided, nothing contained herein shall be construed to prohibit the renting or leasing of a dwelling unit for residential purposes as permitted herein.~~

C. No noxious or offensive activity or nuisance shall be carried on, in or about any Lot, unit or Common Area.

D. No signs shall be displayed on Lots, Units, or Parcels with the exception of a maximum of one (1) "For Sale" or "For Rent" sign not exceeding 36" x 24" in size. The 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 and Parcels which they own and on the Common Area, in connection with the development and sale of Lots, Units, and Parcels.

E. Nothing shall be done or kept on a Subdivision Lot or on or about the Common Area or drainage easement(s) which would increase the rate of insurance relating thereto without the prior written consent of the Association and no Owner shall permit anything to be done or kept on his Lot or on the Common Area which would result in the cancellation of insurance on any residence or on any part of the Common Area or which would be in violation of any law.

F. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Subdivision Lot or on the Common Area; however, dogs, cats and other customarily kept house pets may be kept on Subdivision Lots and in units subject to such rules and regulations as may be adopted by the Association so long as they are not kept, bred or maintained for commercial or business purposes. No pet shall be kept outside on a lot, or in a screened porch or patio. Any pet must not be an unreasonable nuisance or annoyance to other residents of the Subdivision. Each Owner shall comply with all laws, rules and regulations of Hernando County pertaining to the subject matter hereof, including but not limited to the type and number of pets.

G. No rubbish, trash, garbage or other waste material shall be kept or permitted on any Subdivision Lot or on the Common Area or dedicated areas except in sanitary containers located in appropriate areas concealed from public view.

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

I. No oil drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted upon or in any Subdivision Lot/ nor shall oil wells, tanks, tunnels, mineral excavations or shafts used in conjunction

with any oil drilling or development operation, or refining, quarrying or mining operations of any kind shall be permitted upon or in any Subdivision Lot. No derrick or other structure designed for use in boring for oil or natural gas or minerals shall be erected, maintained or permitted on any Subdivision Lot.

J. There shall be a minimum setback for all Subdivision dwellings as required by Hernando County, Florida.

K. The Association shall maintain all lawns located upon all lots, together with exterior painting of all dwelling units, roofs and sprinkler systems. No fences shall be permitted. Further, no shrubbery or plantings shall be permitted except as provided by Declarant unless prior written approval is obtained by the Owner from the Association or a designated committee or representative of Association.

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

M. All cans and containers of any sort for collection and disposal of refuse, garbage, rubbish or other discarded matter upon the premises must be placed in the rear and/or side of the Subdivision Lot and not displayed in any manner whatsoever, except on regular days for the collection of trash, garbage and rubbish, as provided by any sanitary service unit, and then only when such sanitary service unit requires the container or containers to be placed in front of any Subdivision Lot. Each Subdivision Lot owner shall be required to contract for garbage pick-up with an independent garbage service, if one is then available to the Subdivision Lot owner; provided however, in the event Declarant obtains an Agreement for garbage or other utility service which is beneficial to the owners, or such service is provided by franchise ~~the owners will use such service(s) and Association shall have the~~ right to increase the assessments for such obligation.

N. No swimming, boating or bathing is allowed in any lake, water retention areas, canal or body of water within or contiguous to the Subdivision property. 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 Water Management 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.

O. No Subdivision dwellings shall have a square footage of less than 900 square feet, exclusive of screened areas, open porches, terraces, patios and private attached garages; provided, however, Declarant may waive this minimum square footage.

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

Q. In connection with the development of any Subdivision 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 Association and any governmental authority (if applicable) for such removal.

R. No Subdivision Lot shall be used as a dumping ground for rubbish. All oil tanks, bottle gas tanks, soft water tanks and similar structures or installation shall be placed under the surface of the ground or in the interior of the dwelling so as not to be visible from the street or objectionable to any adjacent Subdivision Lot, and shall be kept in a clean and sanitary condition.

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

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

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

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

W. Nothing shall be altered in, constructed on or removed from the Common Area or drainage and conservation area, except with the written consent of the Master Association. The Master Association shall 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. Any activity shall be subject to and governed by Permit No. 441951.05, of the Southwest Florida Water Management District.

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

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

Z. Each residence shall have sodded front, side and rear lawns, including easements and rights-of-way with the sodding completed to the curb. All such lawns shall be maintained by the Association in clean and presentable condition. No gravel or other artificial lawns of any kind whatsoever are permitted.

AA. It is the intent of these Covenants, Conditions and Restrictions that in the event of a conflict between same and any covenant, condition or restriction of a governmental agency or the Master Declaration imposing similar covenants, conditions and restrictions that the more strict or restrictive provisions shall apply, unless expressly provided to the contrary herein.

BB. If the parties hereto (including Owners), or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or Subdivision herein or the Association to prosecute any proceedings at law or in equity against the person or persons violating the same, and the prevailing party shall be entitled to recover all



costs incurred therein including reasonable attorneys fees incurred in any Court proceeding including appellate actions.

CC. No lawns, landscaping, exterior dwelling painting or roof repair, maintenance or replacement shall be performed or done by the Owners, or their designated representatives, agents, successors, heirs or assigns without the prior written approval of the Association, its authorized designee or agent.

DD. No Owner shall make or cause to be made any structural alteration to or in his dwelling or to do any act that will alter the exterior appearance of the dwelling, unless and until prior written approval is obtained by said Owner from the Association.

EE. No clothesline shall be constructed, nor laundry or clothing be displayed anywhere which will be visible outside of the dwelling.

FF. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration, the By-laws and rules and regulations of the Association.

GG. No television antennae or satellite receiving devices shall be permitted on any lot.

HH. Notwithstanding anything to the contrary stated herein, all Lots in the subdivision that are designated by the Declarant as model home lots and sales office, may be used as such by the Declarant, its designees or assigns (specifically including any approved Builder), in accordance with the rules, regulations and approvals of Hernando County, Florida. Furthermore, Declarant, in its sole discretion, may designate such other Subdivision Lots as model home lots, as it may determine, in any future unit of the Subdivision, or annexed property. Declarant reserves the right to maintain and carry on during the period of construction and sale of the lots or dwelling units, such facilities and activities as in ~~the sole opinion of Declarant may reasonably be required,~~ convenient or incident to the construction or sale of such lots and dwellings, including, but not limited to business offices, signs, model units and sales offices.

II. Model Homes. No trade, business, profession, or other type of commercial activity shall be carried on upon any Lot, Unit, or Parcel, except that Declarant, its assigns, Owners, and their agents may show Lots, Units, or Parcels, for sale or lease.

Every person or entity purchasing a Lot, Unit, or Parcel recognizes that the Declarant, its agents and designated assigns, including any Builder approved by Declarant, shall have the right to (1) use Lots, Units, or Parcels, and improvements erected thereon for sales offices, field construction offices, storage facilities, and its own general business offices, (2) maintain fluorescent-lighted or spot-lighted model homes which are open to the public for inspection seven (7) days per week for such hours as the Declarant deems appropriate or necessary, (3) conduct any other activities on Lots, Units, or Parcels to benefit sales efforts, and (4) use the parking facilities on the Common Area for its parking for its employees and invitees. This restrictions shall not apply to any portion of the Property that is for commercial use or designated by the Declarant for commercial use and upon which commercial structures are or will be constructed.

**ARTICLE VII**  
**Owners' Obligation to Repair**

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

**ARTICLE VIII**  
**Owners' Obligation to Rebuild**

If all, or any portion of a 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 residence in a manner which will substantially restore it to its appearance and its condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after damage occurs and shall be completed within eighteen (18) months after the damage occurs, unless prevented by causes ~~beyond the control of the Owner or the Owners.~~ Any reconstruction or repair shall be subject to the rules and regulations under Article XII of the Master Association Restrictions.

**ARTICLE IX**  
**General Provisions**

**SECTION 1. Enforcement.** The Association, any Owner or the Declarant, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants,

reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and the party enforcing same shall be entitled to recover all court costs and reasonable attorneys fees whether incurred prior to, during or after litigation, trial or appeal. Failure by the Association, any Owner or Declarant to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

**SECTION 3. Amendment.** The covenants and restrictions of this Declaration shall run with and bind all of the Properties (regardless of when any particular parcel of land is added hereto), for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive period of ten (10) years each. This Declaration may be amended by an instrument signed by not less than two-thirds (2/3rds) of the Lot, Unit, or Parcel Owners. Any amendment must be recorded. For so long as the Declarant owns any Lot, Unit, or Parcel in the Properties, any amendment of this Declaration must be approved in writing by the Declarant. At any time Class B membership exists, notwithstanding anything to the contrary above provided, this Declaration may be amended by recorded instrument executed solely by Declarant, without the necessity of the approval or joinder of any other Owner or the Association, and an officer of the Association shall execute a certificate indicating the amendment is consistent with this Declaration.

**SECTION 4. Declarant.** Until the completion of the contemplated improvements on the Properties, and closing of all Lot, Unit, or Parcel sales, the Declarant specifically reserves the right, without the joinder of any person or other legal entity, to make amendments to or corrections of this Declaration and its exhibits and in the General Land Plan, as may be required by any lender, governmental authority, or as may, in Declarant's sole judgment, be necessary or desirable. This paragraph shall take precedence over any other provision of this Declaration or its attachments. No such amendment shall impair the security or priority of an institutional first mortgage.

**SECTION 5. Withdrawal of Property.** Any property that at any time may be submitted pursuant to the terms of the Declaration or any amendments thereto, may be withdrawn therefrom by Declarant

during the time that it owns such property provided that such withdrawal shall not isolate any lands remaining subject to this Declaration or amendments thereto.

**ARTICLE X**  
**Annexation**

The Declarant may be permitted to annex any additional property and Common Area, without the consent of the Association, Owners or Mortgagees, within twenty-five (25) years of the date of the recordation of this instrument. Any such additional property shall become subject to the provisions of the Articles of Incorporation; Declaration of Covenants, Conditions and Restrictions; and, the By-laws upon the filing of an amendment to the Declaration of Covenants, Conditions and Restrictions in the Public Records of Hernando County, Florida, which said amendment shall be properly executed and acknowledged by the Declarant, only, and shall not require the consent of the Association, Owners and/or Mortgagees. The amendment may contain such complementary additions and/or modifications of the Covenants of this Declaration as may be determined by the Declarant provided that such additions and/or modifications are not substantially inconsistent with the Declaration.

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

**ARTICLE XI**  
**Association and Master Association**


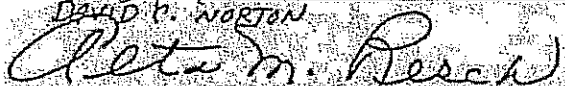
**SECTION 1.** The Lots subject hereto have been or shall be annexed into the Master Declaration of Covenants, Conditions and Restrictions for Wellington at Seven Hills, recorded in O.R. Book 1123, Pages 312 through 352, Public Records of Hernando County, Florida, together with certain amendments thereto, the Covenants, Conditions and Restrictions of which shall be applicable to the Lots subject hereto, except as otherwise provided herein. Owners shall be members of the Wellington at Seven Hills Homeowner's Association, and shall be responsible for assessments and obligations as members of the Wellington at Seven Hills Homeowner's Association. Wellington at Seven Hills Homeowner's Association


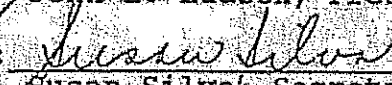
shall, by annexation of the Lots subject hereto, be responsible for the maintenance, upkeep and repair of only those matters as set forth in Section 10 of Article I hereof. The Association may elect to collect the assessments and fees of the Master Association from and against the properties subject to this Declaration and remit such assessments and fees to the Wellington at Seven Hills Homeowner's Association. In such event, the Association and/or the Wellington at Seven Hills Homeowner's Association shall have the rights of enforcement for non-payment, as provided herein and in the Master Declaration.

IN WITNESS WHEREOF the parties hereto have duly executed this Declaration this 18 day of April, 1997.

Signed, Sealed and Delivered  
in the Presence of:

REGENCY WELLINGTON, INC.,  
a Florida corporation

  
\_\_\_\_\_  
DAVID C. NORTON  
  
\_\_\_\_\_  
ALTA M. RESCH

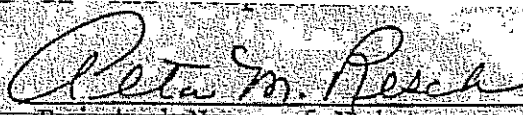
By:   
\_\_\_\_\_  
John E. Hudson, President  
By:   
\_\_\_\_\_  
Susan Silva, Secretary

STATE OF FLORIDA)  
COUNTY OF PASCO )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of April, 1997, by John E. Hudson and Susan Silva, as President and Secretary, respectively of REGENCY WELLINGTON, INC., a Florida Corporation, on behalf of the corporation. Who are personally known to me.



ALTA M. RESCH  
MY COMMISSION # CG277C07 EXPIRES  
April 25, 1997  
BONDED TRUST FIDELITY INSURANCE, INC.

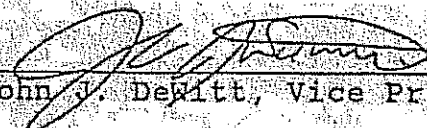
  
\_\_\_\_\_  
Printed Name of Notary:  
ALTA M. RESCH  
My Commission Expires:

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

SUNTRUST BANK, NATURE COAST, the owner and holder of those certain mortgages dated March 14, 1997 and recorded in O.R. Book 1114, page 1711 and O.R. Book 1114, page 1732, Public Records of Hernando County, Florida (the "Mortgage"), encumbering the property described therein (the "Mortgaged Property"), hereby consents to the execution and recording of the Master Declaration of Covenants, Conditions for Wellington at Seven Hills Phase One which this joinder is attached and agrees that SunTrust's interest as Mortgagee in the Mortgaged Property shall be subject to the terms and conditions of said Master Declaration of Covenants, Conditions and Restrictions.

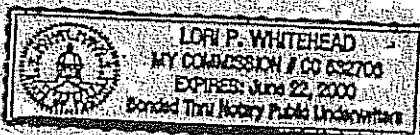
IN WITNESS WHEREOF, the undersigned has caused this joinder of mortgagee to be executed as of the 14th day of April, 1997.



SUNTRUST BANK, NATURE COAST

By:   
John J. DeWitt, Vice President

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 14th day of April, 1997, by John J. DeWitt, as Vice President of SUNTRUST BANK, NATURE COAST, on behalf of said Bank, who is personally known to me or has produced \_\_\_\_\_ as identification.



  
Notary Public  
  
Printed Notary