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Doug Chorvat, Jr., Clerk of the Circuit Court Hernando CO FL Rec Fees: \$775.00

This instrument prepared by and return to: Eric N. Appleton, Esq. Appleton Reiss, PLLC 215 N. Howard Ave., Suite 200 Tampa, FL 33606

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WELLINGTON PATIO HOMEOWNERS ASSOCIATION, INC

The date of this Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Wellington Patio Homeowners Association, Inc. is August 19, 2022. This Amended and Restated Patio Homes Declaration amends and replaces the Declaration of Covenants, Conditions and Restrictions, recorded on May 6, 1997 at Official Records Book 1123, Page 353 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 Declaration of Covenants, Conditions and Restrictions which governs the property administered by Wellington Patio Homeowners Association, Inc. was recorded on May 6, 1997 in Official Records Book 1123, Page 353, Public Records Hernando County, Florida and was subsequently amended by the amendments and supplements listed below, as follows:

- 1. Certificate of Amendment to the By-Laws of Wellington Patio Homeowners Association, Inc. recorded in Official Records Book 2354, Page 131, Public Records Hernando County, Florida;
- 2. Affidavit of Scrivener's Error recorded in Official Records Book 2390, Page 1037, Public Records Hernando County, Florida;
- 3. Certificate of Amendment to the By-laws of Wellington Patio Homeowners Association, Inc., a not-for-profit corporation, recorded in Official Records Book 2588, Page 1385, Public Records of Hernando County, Florida:
- 4. Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions for Wellington Patio Homeowners Association, Inc., recorded in Official Records Book 2662, Page 1116, Public Records of Hernando County, Florida;
- 5. Certificate of Amendment to the Bylaws of Wellington Patio Homeowners Association, Inc. a Florida not-for-profit corporation, recorded in Official Records Book 2971, Page 1350, Public Records of Hernando County, Florida;

NOW, THEREFORE, John Sullivan, President, and Conrad Colombo, as Secretary, of Wellington Patio Homeowners Association, Inc., do hereby certify that, in order to consolidate the 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 fifty one percent (51%) of the Membership, at the Members' meeting held on January 24, 2022, in accordance with the Bylaws of Wellington Patio Homeowners Association, Inc., the following Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wellington Patio Homeowners Association, Inc., including the exhibits hereto, was duly adopted.

ATTEST:

WELLINGTON PATIO

HOMEOWNER'S ASSOCIATION, INC.

Signed, sealed and delivered in the presence of:

Aug to Bala

Print name: SUZETTE BACASICIS

Print name: KATE WEIGHT

Signed, sealed and delivered in the presence of:

Print name: KATIE WEIGHT

Print name: Suzerre Bayaskas

STATE OF FLORIDA COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this day of August, 2022, by John Sullivan, President, and Patricia Schafehen, as Secretary, of Wellington Patio Homeowners 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 Declaration of Covenants, Conditions, and Restrictions for Wellington Patio Homeowners Association, Inc., 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.

Notary Public, State of Florida

Print name: Heather Caban

My Commission Expires: June 18,2023



TABLE OF CONTENTS

ARTICLE I – DEFINITIONS	4-7
ARTICLE II – PURPOSE	7
ARTICLE III – MEMBERSHIP AND VOTING RIGHTS	7-8
ARTICLE IV - OBLIGATIONS OF THE PATIO ASSOCIATION	8-12
ARTICLE V – COVENANT FOR MAINTENANCE ASSESSMENTS	12-15
ARTICLE VI - GENERAL PROVISIONS	15-16
ARTICLE VII - EASEMENTS	17
ARTICLE VIII – USE RESTRICTIONS	17-21
ARTICLE IX – ARCHITECTURAL CONTROL	21
ARTICLE X – AGE RESTRICTED COMMUNITY	22
ARTICLE XI – PATIO ASSOCIATION AND MASTER ASSOCIATION	22
EXHIBIT "A" - LEGAL DESCRIPTION OF THE PROPERTIES/ADDRES	SS LIST
EXHIBIT "B" - ARTICLES OF INCORPORATION	
EXHIBIT "C" - BYLAWS	

ARTICLE I DEFINITIONS

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

- 1.1 "ARC" means the Architectural Review Committee of Wellington at Seven Hills Homeowner's Association, Inc. As indicated herein, Wellington at Seven Hills Homeowner's Association, Inc. shall review and regulate architectural issues on the Patio Home Lots, subject to the restrictions in Article IX herein.
- **1.2** "ARC Manual" means the Architectural Review Committee Manual of Wellington at Seven Hills Homeowners Association, Inc.
- 1.3 "Articles" means the Articles of Incorporation of the Patio Association, as amended from time to time.
- 1.4 "Assessment" means the amount of money assessed against a Patio Home 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 Patio Association as set out by the Patio Association's 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 Patio Association.
- 1.5 "Association" and "Patio Association" are synonymous terms, which mean and refer to Wellington Patio Homeowners Association, Inc., a corporation not for profit organized pursuant to Chapter 617, Florida Statutes and subject to Chapter 720, Florida Statutes.
- **1.6** "Board" means the Patio Association's Board of Directors.
- 1.7 "Builder" means and refers to the Declarant when context so requires, and it shall also include any other entity that acquires title to more than one (1) Patio Home Lot for the purpose of developing the Patio Home Lot for profit. The term Builder does not include an individual who purchases a vacant Patio Home Lot from the Declarant or any other party. The term Builder shall also not include a person or entity who is rebuilding a Dwelling that has been damaged or destroyed.
- 1.8 "Builder Beds" means and refers to plant beds adjacent to the foundation of a Dwelling which are located across the front of the Dwelling, and which extend along the side of a Dwelling to the location of the Dwelling's air conditioner unit and an equal distance on the opposite side of the Dwelling. Corner Lots shall be subject to the same standard of Builder Beds as other Lots, except that the side of the Dwelling facing a community roadway shall extend the full length of the Dwelling to the rear most corner of the Dwelling.
- 1.9 "Common Expense" means all expenses properly incurred by the Patio Association in the performance of its duties. Such expenses shall be the proper subject of the Patio Association's assessment power, in addition to such other proper costs and expenses, all as

provided elsewhere in this Patio Homes Declaration. Common Expenses shall include the funding of reserve accounts as determined by the Board of Directors.

- 1.10 "County" means Hernando County, Florida.
- **1.11** "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.
- **1.12** "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 areas of the Wellington at Seven Hills Development that are considered Patio Homes or Patio Home Lots, which are subject to this Patio Homes Declaration, the Articles of Incorporation and Bylaws of the Patio Association, Rules and Regulations of the Patio Association, and any amendments to any of the foregoing now or hereafter made.
- **1.14** "**Dwelling**" shall mean a residential dwelling structure constructed upon a Patio Home Lot.
- 1.15 "Florida Friendly Landscaping" shall mean and refer to quality landscapes that conserve water, protect the environment, are adaptable to local conditions, are drought tolerant, and are approved by the Patio Association. Florida Friendly Landscaping may include mulch and plantings outside of the Builder Bed on a Patio Home Lot that is installed by the Patio Association as replacement for damaged sod.
- **1.16** "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.
- 1.17 "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.
- 1.18 "Lot" and "Patio Home Lot" are synonymous terms, which mean and refer to a platted parcel of land shown on the Recorded subdivision Plats or re-plat of any part of the Property, and any undeveloped unit of density assigned to the Property by the approved site plan. A Lot may or may not have a Dwelling or associated improvements placed upon it, but it shall be subject to this Patio Homes Declaration.
- 1.19 "Master Association" shall mean and refer to Wellington at Seven Hills Homeowner's Association, Inc. The terms "Association" and "Patio Association" are not included within the definition of Master Association.
- 1.20 "Maintenance" (including the lower case term "maintenance") when used in the context of Owner or Patio Association obligations hereunder, means the exercise of

reasonable care to keep Dwellings, improvements, landscaping, lighting, and other related improvements and fixtures and infrastructure in a condition comparable to their original condition, normal wear and tear excepted, by either a Patio Home Lot Owner or the Patio 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 Patio Association's obligations hereunder, shall further mean the exercise of generally accepted garden-management practices, 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 Patio Home Lot, or other areas of the Property as required under this Patio Homes Declaration.

- **1.21** "Member" means every Person or legal entity that holds Membership in the Patio Association.
- 1.22 "Mortgage" means any mortgage, deed of trust, or other instrument transferring any interest in a Patio Home 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.
- **1.23** "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.
- 1.24 "Occupant" means the Person (or Persons where context so requires), other than the Owner, who is in possession or has use of a Patio Home Lot. Where context so requires the term "Occupant" may include the Owner.
- 1.25 "Owner" means the record owner, whether one or more Persons or a legal entity, of the fee simple title to any Patio Home Lot.
- **1.26 "Patio Homes Declaration"** means this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wellington Patio Homeowners Association, Inc., including all exhibits hereto, as amended from time to time.
- 1.27 "Person" means any natural person or legal entity having legal capacity.
- 1.28 "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.
- **1.29** "Properties" or "Property" means the lands described in <u>Exhibit "A"</u> containing the Patio Home Lots that are within the Wellington at Seven Hills Development, which are subject to this Patio Homes Declaration.
- 1.30 "Proportionate Share" means the share of the Common Expenses of the Patio Association attributable to each Patio Home Lot. Each Patio Home 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 Patio Association which are intended to be equitably divided or apportioned among all of the Patio Home Lots. The Proportionate Share attributable to each Patio Home Lot shall be

BK: 4267 PG: 1807

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 Patio Home Lots in the Recorded Plats and Legal Description attached hereto as **Exhibit "A"**, which Patio Home Lots are contemplated to be used for the construction of a Dwelling. The total number of Patio Home Lots is 741.

- **1.31** "Recorded" and "Recording" (including the lower case words "recorded" or "recording") mean filed for record in the Public Records of Hernando County, Florida.
- **1.32** "Rules and Regulations" means the Rules and Regulations of the Patio Association governing the use of the Patio Home Lots.
- **1.33** "Structure" means any temporary or permanent improvement built or placed upon a Patio Home Lot.
- 1.34 "Surface Water Management System Facilities" means 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.
- 1.35 "The Work" shall mean the initial development of the Property.

ARTICLE II PURPOSE

The Patio Association operates separately from the Master Association. The Master Association exists to operate, maintain, and repair the common area in the Wellington at Seven Hills Development, including, but not limited to, roadways, retention areas, clubhouse, pool facilities, decorative entranceways and other features determined by the Master Association's Board of Directors from time to time. The Patio Association does not have such obligations, as the Patio Association does not own or lease common area as of the Recording of this Patio Homes Declaration. The purpose of the Patio Association shall be to enforce the Patio Declaration, including but not limited to collecting assessments from Owners of Patio Home Lots, maintaining portions of the Patio Home Lots as a Common Expense of the Patio Association, and enforcing covenants, conditions, restrictions, rules and regulations governing the Patio Home Lots, their Owners and Occupants.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Every Owner of a Patio Home Lot is subject to assessment and shall be a Member of the Patio Association, subject to and bound by this Patio Homes Declaration, and the Patio Association's Articles of Incorporation, Bylaws, and Rules and Regulations, all as amended from time to time. 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) Patio Homes Declaration; (2) Patio Association Articles of Incorporation; (3) Patio Association Bylaws; and (4) Patio Association Rules and Regulations. By way of example, if there is a conflict between this Patio Homes Declaration and the Patio Association Articles of Incorporation, this Patio Homes Declaration shall control. Ownership of a Patio Home Lot, as specified above, shall be the sole qualification for Membership in

the Patio Association. When any Patio Home 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 Patio Home Lot shall not result in additional voting rights. There shall be only one vote per Patio Home Lot. An Owner of more than one Patio Home Lot shall be entitled to one Membership for each Patio Home Lot owned. Membership shall be appurtenant to, and may not be separated from, ownership of a Patio Home Lot which is subject to assessment, and it shall be automatically transferred by conveyance of that Patio Home Lot.

ARTICLE IV CORPORATE POWERS AND OBLIGATIONS

- **Section 1.** Responsibilities. The Patio Association, subject to the rights of the Owners set forth in this Patio Homes Declaration, shall be responsible for the exclusive maintenance of the Patio Home Lots, as follows:
- 1.1 Lawns and Landscaping. The Patio Association shall maintain all lawns, Builder Beds, and Association installed Florida Friendly Landscaping on Patio Homes Lots. Such maintenance shall include mowing, trimming, pruning, weeding, pest control related to lawns and landscaping (but not the Dwelling exterior or interior), and sod and mulch replacement. Florida Friendly Landscaping beds that are not installed by the Patio Association shall not be maintained by the Patio Association. The Patio Association shall prune tree branches to prevent them from touching the roofline of a Dwelling, provided that the Patio Association shall have no other obligation to maintain, repair or replace trees on Patio Home Lots.
- Article I herein, of the irrigation systems on the Patio Home Lots. Patio Home Lot Owners shall provide the Patio Association and its agents with prompt access to all irrigation systems and components, including access to the Dwelling interior on the Patio Home Lot should the need arise. Owners are prohibited from adjusting the irrigation timer on their Patio Home Lot or otherwise adjusting or altering any component of the irrigation system. Patio Home Lot Owners are responsible for the repair or replacement of the irrigation system on their Patio Home Lot where such damage is not caused by the Patio Association or its agents.
- 1.3 Exterior Painting. The Patio Association shall paint the exterior surfaces of Dwellings every ten (10) years or at such other frequency determined by the Patio Association Board of Directors. Such painting shall include caulking and similar surface preparations, painting all exterior walls, window frames, doors, garage doors and trim. Such painting shall not include painting soffits and fascia boards, which shall be the obligation of the Owner.
- 1.4 Roof Replacement, Roof Repairs and Insurance Claims for Roof Damage. The following terms and conditions shall apply to roof replacement, roof repairs, and insurance and warranty claims for roof damage:
 - 1.4.1 Roof Replacement. Prior to the effective date of this Patio Homes Declaration, the Patio Association had the obligation to replace the roofs of the Dwellings on the Patio Home Lots. Pursuant to this Patio Homes Declaration, the Patio Association's obligation to replace roofs of Dwellings on Patio Home Lots is being phased out over time, and it will terminate as provided for herein. In order to ensure that all Members are treated equitably, to ensure the proper use of reserve funds

that have been or will be set aside for roof replacement services, and to ensure the Patio Association can properly budget for anticipated expenses related to roof replacement projects, among other things, the following terms and conditions shall apply to the Patio Association and its Members:

- 1.4.1.1 Except as provided for herein, following the effective date of this Patio Homes Declaration, it shall be the exclusive obligation and expense of each Patio Home Owner to replace and insure the roof of the Dwelling on their Patio Home Lot.
- 1.4.1.2 "Roof replacement" as used in this Patio Homes Declaration shall mean and include the replacement of shingles, underlayment, and decking, only. Roof replacement shall not include the maintenance, repair or replacements of soffits, fascia boards or other improvements to a Dwelling not specifically listed above.
- 1.4.1.3 Subject to the limitations set forth herein, following the effective date of this Patio Declaration, the Patio Association shall pay for a single roof replacement for each Dwelling that has been constructed on a Patio Homes Lot. Such roof replacement costs shall be a Common Expense of the Patio Association. The timing and nature of the roof replacement work required by this Patio Homes Declaration shall be completed at the direction of the Board in its reasonable business judgment.
- 1.4.1.4 Following the effective date of the this Patio Homes Declaration, the Patio Association shall budget, reserve and pay for the replacement of the roof of each Dwelling on a Lot that is subject to this Patio Homes Declaration. Each Patio Home Lot Owner shall be entitled to have the Patio Association pay for one roof replacement project for their respective Lot and Dwelling. After the Patio Association has completed the roof replacement on a Dwelling on a Lot that is subject to this Patio Homes Declaration, the Patio Association's obligation to provide roof replacement services to the Lot Owner shall terminate.
- 1.4.1.5 The Patio Association shall use reserve funds for roof replacement projects, which may be supplemented by operating funds from time to time. The Patio Association's Board of Directors shall have the exclusive authority to budget for the funding of the reserve account(s) needed to complete the roof replacement projects required herein. As the Patio Association's obligation to replace roofs of Dwellings on Patio Homes will terminate after the Patio Association provides each Dwelling with a single replacement roof following the effective date of this Patio Homes Declaration, the Board may adjust the Patio Association's annual budget each year to ensure that sufficient funds are collected to replace roofs of Dwellings consistent with this Patio Homes Declaration, and to also ensure that the Patio Association does not collect more money than it reasonably needs to pay for the single roof replacement projects required herein. Once the last roof replacement project is completed by the Patio Association, whenever that may be, any funds remaining in the Patio Association's reserve account for roof

replacement shall convert to funds that may be used for operating purposes. Thereafter, no roof replacement reserve funds shall be budgeted or collected by the Patio Association.

- 1.4.1.6 Owners shall have the affirmative duty to report conditions or damage that may be a basis for the Association to assert a defect or warranty claim concerning or related to roof replacement work that was completed by the Association or which is completed by the Association pursuant to this Patio Homes Declaration. The Patio Association shall have the exclusive right and obligation to assert such defect or warranty claims when they are raised by an Owner.
- 1.4.1.7 The Patio Association's obligations herein do not include the obligation to replace roofs over additions that were installed after original construction by the Declarant, such as a sunroom addition to a Dwelling. Other than the replacement of a Patio Home roof as part of a community-wide roof replacement work schedule consistent with this Patio Homes Declaration, or the good faith pursuit of defect or warranty claims cited above, the Patio Association shall have no obligations relative to the roof of any Owner's Dwelling.
- 1.4.2 Roof Repairs. The following terms and conditions concerning the repair of roofs shall apply to the Patio Association and its Members:
 - 1.4.2.1 Except as provided for herein below, the Patio Association shall retain its obligations relative to the repair of roofs on Patio Home Dwellings. The Patio Association shall repair each roof of every Patio Home Dwelling where the roof is the original roof installed by the builder of the Patio Home or where the roof was installed by the Patio Association.
 - 1.4.2.2 Notwithstanding the foregoing, the Patio Association shall have no obligation to replace the roof of a Dwelling on a Patio Home Lot where the Owner fails or refuses to promptly report damage to the roof, or where the damage is or should be covered by the Owner's homeowner's insurance policy.
 - 1.4.2.3 Where an Owner requests in writing that the Patio Association repair or replace their Dwelling roof, the remaining useful life of the roof and its repair costs shall be determined and amortized using a twenty (20) year straight line basis. If the cost to repair a roof in accordance with this Section 1.4.2.3 exceeds the unamortized value of the roof, then that roof will be deemed to need full replacement at the Owner's exclusive expense. Similarly, if an Owner's insurance carrier requires the installation of a new roof at any time during the twenty (20) year period referenced above, then that roof replacement will be at the Owner's exclusive expense.
 - **1.4.2.4** Repair work contemplated in Sections 1.4.1 and 1.4.2, including all subparts of both sections, shall include the repair of shingles, underlayment, and decking.

- 1.4.3 Insurance Claims for Roof Damage. The Patio Association's obligation to replace roofs as part of a community-wide roof replacement project, which will occur over several years for financial reasons, shall not include repairs or replacements due to damage that is the result of a casualty that is or could be covered by insurance, including, but not limited to, damage caused by lightning, a tropical storm, hurricane, tornado, wind, hail, fire, or such other damage that is the result of an act of nature or an act of God. All such damage, whether insurance coverage applies or not, shall be the responsibility of the Owner to repair, as each Owner insures their Patio Home Lot and Dwelling. The denial of an insurance claim of any kind shall not create any additional obligation for the Patio Association.
- 1.4.4 Modified Roof Replacement and Maintenance Policy. For avoidance of any doubt, it is the intent of Sections 1.4.1(including all sub-parts) through 1.4.3 to end the Patio Association's obligations relative to roof replacement after twenty (20) years from the year the Dwelling was constructed as recorded by the Hernando County Property Appraiser, so that such obligations become the exclusive obligation of each Patio Home Owner to manage and pay for, personally. By implementing the foregoing, the Patio Association's assessments will be adjusted accordingly over time.
- 1.5 Limited Obligations of the Patio Association. Other than the obligations set forth in Sections 1.1 (including all sub-parts) through 1.4 of this Article IV, the Patio Association is not obligated to maintain, repair or replace a Dwelling or improvement on a Patio Home Lot. All obligations to maintain, repair and replace a Patio Home Lot, including the Dwelling and improvements thereon, shall rest with the Patio Home Lot Owner except as specifically provided for in this Article IV. In the event of a dispute between a Patio Home Lot Owner and the Patio Association about the obligations of the Patio Home Lot Owner and the Patio Association, the decision of the Patio Association's Board of Directors shall be binding upon all Patio Home Lot Owners and their agents.
- Section 2. Services. The Patio 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 Patio 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 Patio Association, Properties or the enforcement of the Documents.
- Section 3. Personal Property for Common Use. The Patio Association may acquire and hold tangible and intangible property, personal property and real property. The Patio 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 Patio Association's Articles of Incorporation and Bylaws.
- Section 4. Insurance. The Patio Association at all times shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary. The Patio Association shall also cause all persons responsible for collecting and disbursing Patio Association funds to be insured or bonded with adequate fidelity insurance or bonds, whether or not such coverage is required by Law. Notwithstanding anything herein, the Patio Association shall have no

obligation to insure a Patio Home Lot, including the Dwelling and improvements thereon. The obligation to insure a Patio Home Lot, including the Dwelling and improvements thereon, shall rest exclusively with the Patio Home Lot Owner.

- **Section 5.** Implied Rights. The Patio Association may exercise any other right or privilege given to it expressly by Law, or by this Patio Home Declaration and the Patio Association Articles of Incorporation and Bylaws. The Patio 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 Patio Association, as determined by the Patio Association's Board of Directors.
- Section 7. Indemnification of Officers and Directors. To the extent permitted by Law, the Patio Association shall indemnify each officer, director and member of any committee of the Patio Association from any and all expenses including legal expenses incurred arising out of such Person's acts undertaken on behalf of the Patio Association, unless (i) such acts were both adverse to the Patio 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 contendre 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 Patio Association, through its Board of Directors, may also take any action necessary or desirable in order to carry out its purposes.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Creation of the Lien and Personal Obligation of Assessments. Section 1. Declarant, for each Patio Home Lot owned by it within the Properties, hereby covenants, and each Owner of any Patio Home 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 Patio 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 Declaration of Covenants, Conditions and Restrictions for Wellington Patio Homeowners Association, Inc., which was recorded on May 6, 1997 at Official Records Book 1123, Page 353 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 Patio Home Lot against which each such assessment is made. This continuing lien shall also secure fines for violations of this Patio Homes Declaration, the Bylaws or the Rules and Regulations of the Patio 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 Patio Homes 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 assessments and other charges of any kind. A Claim of Lien may be filed against a Patio Home Lot for unpaid assessments after conveyance of the Patio Home 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 Patio Association shall be used to promote the recreation, health, safety, and welfare of the Owners and Occupants of the Properties, and the carrying out of the other responsibilities and obligations of the Patio Association under this Patio Homes Declaration, including all exhibits hereto. Without limiting the generality of the foregoing, such funds may be used for the maintenance, repair and replacement of Patio Home Lots to the extent that the Patio Association is required to conduct such activities based upon this Patio Homes Declaration.
- Section 3. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Patio 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 expense that exceeds to Patio Association's annual operating budget, 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, Members entitled to cast thirty percent (30%) of all of the votes of the Membership shall constitute a quorum. Members may appear and vote at such a meeting in person or by proxy.
- assessments provided for herein shall commence as to all Patio Home Lots on the first day of the month following the conveyance of the first Patio Home Lot to an Owner other than the Declarant. 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 of Directors) against each Patio Home 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 Patio Association shall, upon demand, and for a reasonable uniform charge, furnish a certificate signed by an officer or authorized agent of the Patio Association setting forth whether the assessments or any installments on a specified Patio Home Lot have been paid or are delinquent and, if so, the particulars of the delinquencies. A properly executed certificate of the Patio Association as to the status of assessments on a Patio Home Lot is binding upon the Patio Association as of the date of its issuance.
- **Section 6.** Lien for Assessments. All sums assessed against any Patio Home Lot pursuant to this Patio Homes 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 Patio Home Lot in favor of the Patio Association.
- 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 Patio Association may bring an action at law against the Owner personally obligated to pay the same,

or foreclose the lien against the Patio Home Lot, or both. No Owner may waive or otherwise escape liability for the assessments and related charges and expenses provided for herein.

Section 8. Foreclosure. The lien for sums assessed pursuant to this Patio Home Declaration may be enforced by judicial foreclosure by the Patio 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 Patio Association any assessments against the Patio Home 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 Patio Association shall have the right and power to bid at the foreclosure sale to acquire the Patio Home 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 Patio Home 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 Patio Home Lot (including the Dwelling and improvements thereon, if any) from the liens created by this Patio Home 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 Patio Home 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 Patio Home 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. Notwithstanding the foregoing, the Patio Association's right to collect such amounts from the Owners personally liable for their payment shall not be extinguished. Additionally, no such sale or transfer relieves such Patio Home 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 Patio Home 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 Patio Home 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 Patio Home 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 Patio Home Lot to a person or entity other than the Builder shall be pro-rated on an annual basis. The foregoing exemption shall not apply to an individual or entity that is not

defined as a Builder in Article I herein. 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 only apply prospectively, and it shall not absolve any Patio Home Lot Owner of assessment liabilities and related charges that accrued prior to the effective date of this Patio Homes Declaration, as amended. No Patio Home Lot Owner shall assert or be entitled to a refund or credit toward prior assessments paid or prior assessment liabilities that accrued prior to the effective date of this Patio Homes Declaration, as amended. This provision shall control in the event of a conflict with any other provision in this Declaration.

Section 12. Association Owned Patio Home Lots. A Patio Home Lot that is owned by the Patio Association is exempt from the Assessments during the period of such ownership. The Patio Association may not own or otherwise acquire Patio Home Lots except pursuant to foreclosure of the Association's lien or by accepting a deed in lieu of foreclosure of the Patio Association's lien. Notwithstanding anything to the contrary which may exist in the Documentation, any Patio Home Lot acquired by the Patio Association may be leased by the Patio Association to any tenant the Patio Association determines, in its sole discretion, is appropriate, and all revenue generated thereby shall belong to the Patio Association after payment of monies due to the Master Association, if any. All expenses generated from the leasing, ownership and operation of the Patio Home Lot shall be a Common Expense of the Patio Association.

ARTICLE VI GENERAL PROVISIONS

- **Section 1. Deed Restrictions and Enforcement.** The following terms and conditions shall apply to deed restriction enforcement:
 - 1.1. Persons Entitled to Enforce. The Patio Association or any Patio Home 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 Patio Homes Declaration. Failure by the Patio 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.
 - 1.2. No Jury Trial. EACH OWNER, BY ACCEPTANCE OF SUCH OWNER'S DEED, AND THE PATIO ASSOCIATION AGREE THAT NEITHER THE OWNER NOR THE PATIO ASSOCIATION, NOR ANY ASSIGNEE, SUCCESSOR, 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 PATIO HOMES DECLARATION, OR THE OBLIGATIONS, BENEFITS, DEALINGS, OR THE RELATIONSHIPS BETWEEN OR AMONG THE PARTIES. THE PARTIES SHALL NOT 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.

- 1.3. 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 Patio 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 Patio 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 Patio Homes 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 Patio Homes 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.
- Amendment. The provisions of this Declaration shall run with and bind the Section 3. Property, and will inure to the benefit of and be enforceable by the Patio 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 Patio Homes 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 Patio Homes Declaration, then the Patio Association shall take such action as is reasonable and appropriate to ensure that this Patio Homes Declaration remains effective. In addition, this Patio Homes 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 percent (60%) of the Patio Home 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 Patio Homes 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 in the County's official records to be effective.
- **Section 4.** Exception. Anything in this Patio Homes Declaration to the contrary notwithstanding, if any amendment to this Patio Homes 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 Patio Association.
- **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.

BK: 4267 PG: 1817

ARTICLE VII EASEMENTS

Section 1. Easements Disclosed. Each Patio Home Lot 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, irrigation, 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 in furtherance of such easements. The easement areas contained on, in or within any Patio Home Lot, whether or not shown on any map or plat, shall at all times be properly maintained by the Patio Home Lot Owner, whether or not the utility company or governmental agency properly maintains the easement area. 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. In addition to the foregoing, the Patio Association, including its authorized agents, shall have an irrevocable right to access each Patio Home Lot to the extent that such access is necessary to perform the Patio Association's obligations herein, or to the extent that such access is necessary to enforce this Patio Homes Declaration.

Section 2. Reservation of Rights. The Patio 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, 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 Patio Home 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 Patio Home Lot for permitted purposes.

ARTICLE VIII USE RESTRICTIONS

- Section 1. Rules and Regulations. In addition to the use restrictions set forth in this Article, the Patio Association's Board of Directors shall have the authority to adopt and amend reasonable Rules and Regulations governing the use of Patio Home Lots. All Owners, Occupants, tenants, guests and invitees shall comply with this Patio Homes 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 Patio Home Lot and its required garage, shall be erected on a Patio Home Lot at any time, except as permitted by the ARC. Notwithstanding the foregoing, temporary storage containers, such as PODS, may be used on a Patio Home Lot, provided that such use is consistent with the Patio Association's Rules and Regulations, as amended from time to time.
- Section 3. Maintenance of Improvements. Except to the extent that the Patio Association has assumed such obligations pursuant to this Patio Homes Declaration, as amended,

each Patio Home Lot Owner shall maintain in good condition and repair all improvements constructed upon such Patio Home Owner's Lot, including, without limitation, the Dwelling and improvements related thereto. To the extent that the Patio Association has assumed the obligation to maintain a Patio Home Lot and improvements thereon, the Owner of the Patio Home Lot shall cooperate with the Patio Association's efforts to maintain the Patio Home Lot. No Patio Home Lot Owner shall interfere with the Patio Association's maintenance obligations established in this Patio Homes Declaration.

Section 4. Storage of Rubbish. All Owners of Patio Home Lots, whether or not improved with a Dwelling, shall be responsible for trash and debris removal from their Patio Home Lot at least weekly to ensure a neat and clean appearance of the Patio Home Lots. No Patio Home 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 Patio Home Lot. Each Patio Home Lot Owner shall be responsible for the weekly removal of such common household rubbish that is generated as a result of occupancy of the Patio Home Lot. No rubbish, trash, garbage or other waste material shall be kept or permitted on any Patio Home Lot except in sanitary containers located in appropriate areas concealed from public view.

Section 5. Outside Clothes Hanging. Outside clothes hanging devices on a Lot are permitted as described in and allowed by the Architectural Review Manual and Florida law, as both are amended from time to time.

Nuisances. No nuisances shall be permitted within the Properties, and no Section 6. 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 Patio Home 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 Patio 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 Patio 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 Patio Association and the Owner, as provided for in this Patio Homes Declaration. In this context, the word "Lot" shall include that portion of property from the outside of the structure on the applicable Patio Home 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 the meaning of "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 Patio Home Lot shall fail or refuse to maintain their Lot or the Dwelling thereon as required, the Patio Association, after giving 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 Patio Home Lot for such purpose shall not constitute a trespass. If maintenance is undertaken by the Patio Association in accordance with this section, 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 Patio Homes Declaration. All costs shall also be the personal obligation of the Owner. The conveyance of a Patio Home Lot subject to charges incurred pursuant to this section shall not cause the Owner to avoid such financial obligation, as all Owners of a Patio Home Lot shall be jointly and severally liable for such charges.
- **Section 9. Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Patio Home Lot; 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 Patio 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 Patio Home 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 10. 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 Patio Association may develop uniform sign standards and specifications to which all Owners must adhere.
- Section 11. 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 12.** Satellite Dishes. There shall be no rooftop or exterior antennas, satellite dishes, or "earth stations" or similar signal receiving devices installed on any Patio Home Lot, except as permitted by law as amended from time to time.
- **Section 13.** Care Facilities Prohibited. Each Patio Home Lot shall be used as a residence and for no other purpose, except as set forth herein. No Patio Home Lot shall be used as a residence for a care facility for compensation.
- Section 14. Residential Use. All Patio Home Lots shall be used for single-family, residential purposes only, and no business or business activity shall be carried on or upon any Patio Home Lot at any time, except with the written approval of the Board of Directors. Notwithstanding the foregoing restriction on business activity on a Patio Home Lot, private offices may be maintained in Dwellings located on any of the Patio Home 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 Patio Home Lot, the advertisement of the location of the office for purposes of client contact, meetings or deliveries, production of materials on the Patio Home Lot, substantial deliveries to and from the Patio Home Lot, or storage of business-related items and materials on the Patio Home Lot.

- Section 15. Hazards. Nothing shall be done or kept on a Patio Home Lot which may increase the rate of insurance relating thereto without the prior written consent of the Patio Association, and no Owner shall permit anything to be done or kept on his or her Patio Home Lot which would result in the cancellation of insurance on any residence or which would be in violation of any Law.
- Section 16. Short Term Rentals. No Patio Home Lot, including the Dwelling thereon, shall be leased for a period of less than ninety (90) days. No Patio Home Lot, including the Dwelling thereon, shall be leased more than four (4) times during a twelve (12) month period. The use of a Patio Home Lot, including the Dwelling thereon or any portion thereof, for transient occupancy purposes is strictly prohibited. The advertising of a Patio Home Lot, including the Dwelling thereon or any portion thereof, for short term occupancy or transient housing of any kind shall also be a violation of this Patio Homes Declaration. By way of example and without limitation, listing a Patio Home 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 17. Oil Drilling. No oil drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted upon or in any Patio Home Lot. No 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 Patio Home 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 Patio Home Lot.
- **Section 18. Set-Back Requirements.** There shall be minimum setback requirements for all Dwellings as required by applicable Plats and Hernando County, Florida ordinances and codes.
- Section 19. Temporary Construction. No building or structure shall be moved onto any Patio Home 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 Patio Homes Declaration.
- Section 20. Cans and Containers. All cans and containers of any sort for collection and disposal of refuse, garbage, rubbish or other discarded matter shall be placed in the rear of a Patio Home Lot, or on the side of the Patio Home Dwelling, or in the garage. To the extent that such cans and containers are stored outside of a garage in an approved location, they shall be stored on a concrete slab or pavers behind a lattice enclosure or landscaping tall and wide enough to shield the cans from view from neighboring Patio Home Lots or roadways. Such cans and containers shall only be visible from a neighboring Patio Home Lot or the roadways on regular days when the collection of trash, garbage and rubbish is scheduled.

- **Section 21. 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 Patio Home Lot shall be 1348 square feet.
 - **Section 22.** Wells. No individual well will be permitted on any Patio Home Lot.
- **Section 23.** Tree Removal. No tree with a diameter of four inches (4") or greater shall be removed from said Patio Home Lot without first obtaining written permission from the ARC. Additionally, all tree removal standards and tree removal projects shall comply with Hernando County ordinances and codes.
- **Section 24. Dumping Prohibited.** No Patio Home Lot shall be used as a dumping ground for rubbish or other materials.
- Section 25. Tanks and Similar Structures. All oil tanks, bottle gas tanks, soft water tanks and similar structures shall be placed on a Patio Home Lot in accordance with the ARC Manual.
- Section 26. Subdivision of Patio Home Lots Prohibited. No Patio Home Lot shall be subdivided, or boundaries changed, except with the written consent of the Patio Association.
- **Section 27.** Tenants and Invitees. Any Occupant, invitee, lessee, guest or tenant shall be subject to the terms and conditions of this Declaration, Articles of Incorporation, Bylaws and Rules and Regulations of the Association, all as amended from time to time.
- Section 28. 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 29. Owners' Obligation to Rebuild. If all, or any portion of a Patio Home Lot or Dwelling, is damaged or destroyed by fire or other casualty, it shall be the duty of the Patio Home Lot Owner thereof, with all due diligence, to rebuild, repair or reconstruct such improvements in a manner that will substantially restore the Patio Home 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 Master Association approval. In the event that a Patio Home Lot Owner fails or refuses to proceed with construction or complete construction in accordance with this Section 28 or the Master Association Documents, the Master Association may exercise its right of abatement, as set forth in the Master Association's Documents.

ARTICLE IX ARCHITECTURAL CONTROL

To the extent that any Patio Home Lot Owner desires or intends to modify, alter, or improve their Patio Home Lot, 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 Patio Home Lots. Notwithstanding the foregoing, the Patio Association shall have the authority to modify and improve Patio Home Lots, including the Dwelling and improvements

BK: 4267 PG: 1822

thereon, with the Master Associations' approval, provided that the modifications and improvements to a Patio Home Lot are completed by the Patio Association pursuant to its obligations herein.

ARTICLE X AGE RESTRICTED COMMUNITY

Each Patio Home Lot in each phase of the Properties upon which improvements are completed and which has one (1) or more permanent Occupant(s) 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. Although the Master Association is responsible for compliance with all applicable requirements to ensure that the Wellington at Seven Hills Development remains an age restricted community, the foregoing restriction has been restated in this Patio Homes Declaration for avoidance of doubt.

ARTICLE XI PATIO ASSOCIATION AND MASTER ASSOCIATION

The Patio Home Lots subject hereto have been annexed into the Master Declaration of Covenants, Conditions, and Restrictions for Wellington at Seven Hills, as recorded in Official Records Book 1123, Page 312, et sec., and as supplemented and amended thereafter in the Public Records of Hernando County, Florida ("Master Declaration"). The Patio Home Lots are subject to the Master Declaration, as well as this Patio Homes Declaration. Patio Home Lot Owner are members of the Patio Association and the Master Association, and they have voting rights in each corporation. Patio Home Lot Owners are liable for assessments to the Patio Association and the Master Association. Patio Home Lot Owners are required to satisfy all requirements of the Master Association and the Patio Association relative to maintenance, repair, replacement and alteration of their Patio Home Lot.

BK: 4267 PG: 1823

COMPOSITE EXHIBIT "A" – LEGAL DESCRIPTION

See the lots listed in original Patio Homes Declaration of Covenants, Conditions and Restrictions, recorded on May 6, 1997 at Official Records Book 1123, Page 353, and all subsequent supplements thereto, all of the Public Records of Hernando County, Florida.

COMPOSITE EXHIBIT A

ADDRESS	CITY, STATE AND ZIP	LOT NUMBER	PHASE
350 Barrington Court	Spring Hill, FL 34609	1018	10
356 Barrington Court	Spring Hill, FL 34609	1017	10
366 Barrington Court	Spring Hill, FL 34609	1016	10
368 Barrington Court	Spring Hill, FL 34609	1015	10
384 Barrington Court	Spring Hill, FL 34609	1014	10
505 Bent Oak Court	Spring Hill, FL 34609	101	2
509 Bent Oak Court	Spring Hill, FL 34609	102	2
513 Bent Oak Court	Spring Hill, FL 34609	103	2
517 Bent Oak Court	Spring Hill, FL 34609	104	2
521 Bent Oak Court	Spring Hill, FL 34609	105	2
525 Bent Oak Court	Spring Hill, FL 34609	106	2
529 Bent Oak Court	Spring Hill, FL 34609	107	2
533 Bent Oak Court	Spring Hill, FL 34609	108	2
537 Bent Oak Court	Spring Hill, FL 34609	109	2
541 Bent Oak Court	Spring Hill, FL 34609	110	
11409 Billingham Boulevard	Spring Hill, FL 34609	255	2
11413 Billingham Boulevard	Spring Hill, FL 34609	256	3
11416 Billingham Boulevard	Spring Hill, FL 34609	264	3
11417 Billingham Boulevard	Spring Hill, FL 34609	257	3
11420 Billingham Boulevard	Spring Hill, FL 34609	263	3
11421 Billingham Boulevard	Spring Hill, FL 34609	258	3
11424 Billingham Boulevard	Spring Hill, FL 34609	262	3
11425 Billingham Boulevard	Spring Hill, FL 34609	259	3
11428 Billingham Boulevard	Spring Hill, FL 34609	261	3
11429 Billingham Boulevard	Spring Hill, FL 34609	260	3
366 Bloomfield Drive	Spring Hill, FL 34609	908	9
382 Bloomfield Drive	Spring Hill, FL 34609	909	9
393 Bloomfield Drive	Spring Hill, FL 34609	917	9
394 Bloomfield Drive	Spring Hill, FL 34609	910	9
404 Bloomfield Drive	Spring Hill, FL 34609	911	9
413 Bloomfield Drive	Spring Hill, FL 34609	916	9
414 Bloomfield Drive	Spring Hill, FL 34609	912	9
424 Bloomfield Drive		913	9
437 Bloomfield Drive	Spring Hill, FL 34609 Spring Hill, FL 34609	915	9
		914	9
438 Bloomfield Drive	Spring Hill, FL 34609	91	1
442 Candlestone Court	Spring Hill, FL 34609	92	1
446 Candlestone Court	Spring Hill, FL 34609	93	<u>'</u> 1
450 Candlestone Court	Spring Hill, FL 34609		<u>_</u>
454 Candlestone Court	Spring Hill, FL 34609	94	<u>-</u> <u>-</u>
458 Candlestone Court	Spring Hill, FL 34609	95	1
462 Candlestone Court	Spring Hill, FL 34609	96	<u></u>
466 Candlestone Court	Spring Hill, FL 34609	97	1
470 Candlestone Court	Spring Hill, FL 34609	98	1
474 Candlestone Court	Spring Hill, FL 34609	99	1
478 Candlestone Court	Spring Hill, FL 34609	100	1
LOT 69 Candlestone Court	Spring Hill, FL 34609	69	1
LOT 70 Candlestone Court	Spring Hill, FL 34609	70	1
104 Center Oak Circle	Spring Hill, FL 34609	661	6
114 Center Oak Circle	Spring Hill, FL 34609	660	- 6
124 Center Oak Circle	Spring Hill, FL 34609	659	6
130 Center Oak Circle	Spring Hill, FL 34609	658	6

133 Center Oak Circle	Spring Hill, FL 34609	615	6
136 Center Oak Circle	Spring Hill, FL 34609	657	6
137 Center Oak Circle	Spring Hill, FL 34609	614	6 6 6 6
140 Center Oak Circle	Spring Hill, FL 34609	656	6
141 Center Oak Circle	Spring Hill, FL 34609	613	6
144 Center Oak Circle	Spring Hill, FL 34609	655	6
145 Center Oak Circle	Spring Hill, FL 34609	612	6
150 Center Oak Circle	Spring Hill, FL 34609	654	6
151 Center Oak Circle	Spring Hill, FL 34609	611	6
157 Center Oak Circle	Spring Hill, FL 34609	610	6
161 Center Oak Circle	Spring Hill, FL 34609	609	6
165 Center Oak Circle	Spring Hill, FL 34609	608	6
171 Center Oak Circle	Spring Hill, FL 34609	607	6
177 Center Oak Circle	Spring Hill, FL 34609	606	6
183 Center Oak Circle	Spring Hill, FL 34609	605	6 6
184 Center Oak Circle	Spring Hill, FL 34609	653	6
189 Center Oak Circle	Spring Hill, FL 34609	604	6
190 Center Oak Circle	Spring Hill, FL 34609	652	6
194 Center Oak Circle	Spring Hill, FL 34609	651	6
195 Center Oak Circle	Spring Hill, FL 34609	603	6
198 Center Oak Circle	Spring Hill, FL 34609	650	6
199 Center Oak Circle	Spring Hill, FL 34609	602	6
203 Center Oak Circle	Spring Hill, FL 34609	601	6
204 Center Oak Circle	Spring Hill, FL 34609	649	6
207 Center Oak Circle	Spring Hill, FL 34609	600	6
215 Center Oak Circle	Spring Hill, FL 34609	599	6
218 Center Oak Circle	Spring Hill, FL 34609	648	6
232 Center Oak Circle	Spring Hill, FL 34609	647	6
240 Center Oak Circle	Spring Hill, FL 34609	646	6
245 Center Oak Circle	Spring Hill, FL 34609	592	6
253 Center Oak Circle	Spring Hill, FL 34609	591	6
256 Center Oak Circle	Spring Hill, FL 34609	642	6
259 Center Oak Circle	Spring Hill, FL 34609	590	<u>6</u>
260 Center Oak Circle	Spring Hill, FL 34609	643	6 6
264 Center Oak Circle	Spring Hill, FL 34609	644	6
265 Center Oak Circle	Spring Hill, FL 34609	589	6
60 Center Oak Circle	Spring Hill, FL 34609	645	6
70 Center Oak Circle	Spring Hill, FL 34609	665	6
80 Center Oak Circle	Spring Hill, FL 34609	664	6
90 Center Oak Circle	Spring Hill, FL 34609	663	6
98 Center Oak Circle	Spring Hill, FL 34609	662	6
11103 Cherrywood Court	Spring Hill, FL 34609	33	
11109 Cherrywood Court	Spring Hill, FL 34609	32	
11115 Cherrywood Court	Spring Hill, FL 34609	31	1
11120 Cherrywood Court	Spring Hill, FL 34609	15	 i
11126 Cherrywood Court	Spring Hill, FL 34609	16	1
11127 Cherrywood Court	Spring Hill, FL 34609	29	1
11132 Cherrywood Court	Spring Hill, FL 34609	17	1
11133 Cherrywood Court	Spring Hill, FL 34609	28	1
11138 Cherrywood Court	Spring Hill, FL 34609	18	1
11139 Cherrywood Court	Spring Hill, FL 34609	27	1
11144 Cherrywood Court	Spring Hill, FL 34609	19	<u>_</u>
Ononywood Court	Opining Finit I E 04000	19	

11145 Cherrywood Court	Spring Hill, FL 34609	26	1
11150 Cherrywood Court	Spring Hill, FL 34609	20	1
11151 Cherrywood Court	Spring Hill, FL 34609	25	1
11156 Cherrywood Court	Spring Hill, FL 34609	21	1
11157 Cherrywood Court	Spring Hill, FL 34609	24	1
11162 Cherrywood Court	Spring Hill, FL 34609	22	1
11163 Cherrywood Court	Spring Hill, FL 34609	23	1
11121 Cherrywood Court	Spring Hill, FL 34609	30	1
11232 Chickasaw Drive	Spring Hill, FL 34609	343	4
11244 Copley Court	Spring Hill, FL 34609	172	2
11249 Copley Court	Spring Hill, FL 34609	173	2 2 2
11250 Copley Court	Spring Hill, FL 34609	171	2
11255 Copley Court	Spring Hill, FL 34609	174	2
11256 Copley Court	Spring Hill, FL 34609	170	2
11261 Copley Court	Spring Hill, FL 34609	175	2
11264 Copley Court	Spring Hill, FL 34609	169	2
11267 Copley Court	Spring Hill, FL 34609	176	2
11275 Copley Court	Spring Hill, FL 34609	177	2
11278 Copley Court	Spring Hill, FL 34609	168	2
11281 Copley Court	Spring Hill, FL 34609	178	2
11286 Copley Court	Spring Hill, FL 34609	167	2
11287 Copley Court	Spring Hill, FL 34609	179	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
11292 Copley Court	Spring Hill, FL 34609	166	2
11293 Copley Court	Spring Hill, FL 34609	180	2
11298 Copley Court	Spring Hill, FL 34609	165	2
11299 Copley Court	Spring Hill, FL 34609	181	2
11306 Copley Court	Spring Hill, FL 34609	164	2
11307 Copley Court	Spring Hill, FL 34609	148	2
11314 Copley Court	Spring Hill, FL 34609	163	2
11315 Copley Court	Spring Hill, FL 34609	149	2
11321 Copley Court	Spring Hill, FL 34609	150	2
11327 Copley Court	Spring Hill, FL 34609	151	2
11332 Copley Court	Spring Hill, FL 34609	162	2
11333 Copley Court	Spring Hill, FL 34609	152	2
11339 Copley Court	Spring Hill, FL 34609	153	2
11345 Copley Court	Spring Hill, FL 34609	154	2
11350 Copley Court	Spring Hill, FL 34609	161	
11351 Copley Court	Spring Hill, FL 34609	155	2 2 2 2
11356 Copley Court	Spring Hill, FL 34609	160	2
11357 Copley Court	Spring Hill, FL 34609	156	2
11362 Copley Court	Spring Hill, FL 34609	159	2
11363 Copley Court	Spring Hill, FL 34609	157	2
11368 Copley Court	Spring Hill, FL 34609	158	2
11345 Deercroft Court	Spring Hill, FL 34609	211	3
11346 Deercroft Court	Spring Hill, FL 34609	210	3
11349 Deercroft Court	Spring Hill, FL 34609	212	3
11350 Deercroft Court	Spring Hill, FL 34609	209	3
11353 Deercroft Court	Spring Hill, FL 34609	213	
11357 Deercroft Court	Spring Hill, FL 34609	214	3
11358 Deercroft Court	Spring Hill, FL 34609	208	3 3 3 3
11360 Deercroft Court	Spring Hill, FL 34609	207	3
11361 Deercroft Court	Spring Hill, FL 34609	215	3

11362 Deercroft Court	Spring Hill, FL 34609	206	3
11365 Deercroft Court	Spring Hill, FL 34609	216	3
11366 Deercroft Court	Spring Hill, FL 34609	205	
11370 Deercroft Court	Spring Hill, FL 34609	204	3
		203	3
11374 Deercroft Court	Spring Hill, FL 34609		
11378 Deercroft Court	Spring Hill, FL 34609	202	3
11379 Deercroft Court	Spring Hill, FL 34609	217	3
11382 Deercroft Court	Spring Hill, FL 34609	201	3
11386 Deercroft Court	Spring Hill, FL 34609	200	3
11390 Deercroft Court	Spring Hill, FL 34609	199	3
11394 Deercroft Court	Spring Hill, FL 34609	198	3
11395 Deercroft Court	Spring Hill, FL 34609	218	3
11400 Deercroft Court	Spring Hill, FL 34609	241	3
11401 Deercroft Court	Spring Hill, FL 34609	219	3
11404 Deercroft Court	Spring Hill, FL 34609	240	3
11408 Deercroft Court	Spring Hill, FL 34609	239	3
11409 Deercroft Court	Spring Hill, FL 34609	220	3
11413 Deercroft Court	Spring Hill, FL 34609	221	3
11414 Deercroft Court	Spring Hill, FL 34609	238	3
11417 Deercroft Court	Spring Hill, FL 34609	222	3
11421 Deercroft Court	Spring Hill, FL 34609	223	3
11422 Deercroft Court	Spring Hill, FL 34609	237	3
11425 Deercroft Court	Spring Hill, FL 34609	224	3
11428 Deercroft Court	Spring Hill, FL 34609	236	3
11429 Deercroft Court	Spring Hill, FL 34609	225	3
11432 Deercroft Court	Spring Hill, FL 34609	235	3
11433 Deercroft Court	Spring Hill, FL 34609	226	3
11437 Deercroft Court	Spring Hill, FL 34609	227	3
11438 Deercroft Court	Spring Hill, FL 34609	234	3
11441 Deercroft Court	Spring Hill, FL 34609	228	3
11442 Deercroft Court	Spring Hill, FL 34609	233	3
11445 Deercroft Court	Spring Hill, FL 34609	229	3
11446 Deercroft Court	Spring Hill, FL 34609	232	3
11449 Deercroft Court	Spring Hill, FL 34609	230	3
11450 Deercroft Court	Spring Hill, FL 34609	231	3 3 3
476 Fort Mill Lane	Spring Hill, FL 34609	269	- 3
479 Fort Mill Lane	Spring Hill, FL 34609	294	3
480 Fort Mill Lane		268	3
	Spring Hill, FL 34609	267	3
484 Fort Mill Lane	Spring Hill, FL 34609	295	<u>3</u>
485 Fort Mill Lane	Spring Hill, FL 34609		3 3 3 3
488 Fort Mill Lane	Spring Hill, FL 34609	266	<u> </u>
489 Fort Mill Lane	Spring Hill, FL 34609	296	<u> </u>
494 Fort Mill Lane	Spring Hill, FL 34609	265	<u>3</u>
495 Fort Mill Lane	Spring Hill, FL 34609	297	<u>3</u> 7
130 Gordham Court	Spring Hill, FL 34609	707	
131 Gordham Court	Spring Hill, FL 34609	706	7
134 Gordham Court	Spring Hill, FL 34609	708	7
137 Gordham Court	Spring Hill, FL 34609	705	7
138 Gordham Court	Spring Hill, FL 34609	709	7
142 Gordham Court	Spring Hill, FL 34609	710	7
146 Gordham Court	Spring Hill, FL 34609	711	7
150 Gordham Court	Spring Hill, FL 34609	712	7

154 Gordham Court	Spring Hill, FL 34609	713	
158 Gordham Court	Spring Hill, FL 34609	714	
254 Greenwich Circle	Spring Hill, FL 34609	825	8
270 Greenwich Circle	Spring Hill, FL 34609	826	8
271 Greenwich Circle	Spring Hill, FL 34609	817	
278 Greenwich Circle	Spring Hill, FL 34609	827	8
279 Greenwich Circle	Spring Hill, FL 34609	816	8
287 Greenwich Circle	Spring Hill, FL 34609	815	8
288 Greenwich Circle	Spring Hill, FL 34609	828	
297 Greenwich Circle	Spring Hill, FL 34609	814	8
305 Greenwich Circle	Spring Hill, FL 34609	813	8
306 Greenwich Circle	Spring Hill, FL 34609	829	8
313 Greenwich Circle	Spring Hill, FL 34609	812	8 8
321 Greenwich Circle	Spring Hill, FL 34609	811	8 8
322 Greenwich Circle	Spring Hill, FL 34609	830	8
329 Greenwich Circle	Spring Hill, FL 34609	810	8
337 Greenwich Circle	Spring Hill, FL 34609	809	8
345 Greenwich Circle	Spring Hill, FL 34609	808	8
346 Greenwich Circle	Spring Hill, FL 34609	831	8
353 Greenwich Circle	Spring Hill, FL 34609	807	8
361 Greenwich Circle	Spring Hill, FL 34609	806	8
368 Greenwich Circle	Spring Hill, FL 34609	832	8
369 Greenwich Circle	Spring Hill, FL 34609	805	
377 Greenwich Circle	Spring Hill, FL 34609	804	
385 Greenwich Circle	Spring Hill, FL 34609	803	
386 Greenwich Circle	Spring Hill, FL 34609	833	
395 Greenwich Circle	Spring Hill, FL 34609	802	
403 Greenwich Circle	Spring Hill, FL 34609	801	8
411 Greenwich Circle	Spring Hill, FL 34609	800	
412 Greenwich Circle	Spring Hill, FL 34609	834	8
417 Greenwich Circle	Spring Hill, FL 34609	799	8
425 Greenwich Circle	Spring Hill, FL 34609	798	8
426 Greenwich Circle	Spring Hill, FL 34609	835	8
435 Greenwich Circle	Spring Hill, FL 34609	797	8
436 Greenwich Circle	Spring Hill, FL 34609	836	8
447 Greenwich Circle	Spring Hill, FL 34609	796	
448 Greenwich Circle	Spring Hill, FL 34609	837	
455 Greenwich Circle	Spring Hill, FL 34609	795	
456 Greenwich Circle	Spring Hill, FL 34609	838	8
465 Greenwich Circle	Spring Hill, FL 34609	794	
466 Greenwich Circle	Spring Hill, FL 34609	839	8
475 Greenwich Circle	Spring Hill, FL 34609	793	
483 Greenwich Circle	Spring Hill, FL 34609	792	8
493 Greenwich Circle	Spring Hill, FL 34609	791	8
150 Hartford Court	Spring Hill, FL 34609	846	8
155 Hartford Court	Spring Hill, FL 34609	845	8
161 Hartford Court	Spring Hill, FL 34609	844	8
162 Hartford Court	Spring Hill, FL 34609	847	8
173 Hartford Court	Spring Hill, FL 34609	843	8
174 Hartford Court	Spring Hill, FL 34609	848	8
195 Hartford Court	Spring Hill, FL 34609	842	8
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207 Hartford Court	Spring Hill, FL 34609	841	8
229 Hartford Court	Spring Hill, FL 34609	840	8
230 Hartford Court	Spring Hill, FL 34609	850	8
261 Hartford Court	Spring Hill, FL 34609	824	- 8
		851	8
262 Hartford Court	Spring Hill, FL 34609		8
283 Hartford Court	Spring Hill, FL 34609	823	8
284 Hartford Court	Spring Hill, FL 34609	852	8
300 Hartford Court	Spring Hill, FL 34609	853	<u>8</u>
301 Hartford Court	Spring Hill, FL 34609	822	
320 Hartford Court	Spring Hill, FL 34609	854	8
331 Hartford Court	Spring Hill, FL 34609	821	8
334 Hartford Court	Spring Hill, FL 34609	855	8
348 Hartford Court	Spring Hill, FL 34609	856	8
349 Hartford Court	Spring Hill, FL 34609	820	8
362 Hartford Court	Spring Hill, FL 34609	857	8
378 Hartford Court	Spring Hill, FL 34609	858	8
379 Hartford Court	Spring Hill, FL 34609	819	8
394 Hartford Court	Spring Hill, FL 34609	859	8
395 Hartford Court	Spring Hill, FL 34609	818	8
412 Hartford Court	Spring Hill, FL 34609	860	8
434 Hartford Court	Spring Hill, FL 34609	861	8
454 Hartford Court	Spring Hill, FL 34609	862	8
474 Hartford Court	Spring Hill, FL 34609	863	8
11055 Heathrow Avenue	Spring Hill, FL 34609	532	5D
11058 Heathrow Avenue	Spring Hill, FL 34609	533	5D
11059 Heathrow Avenue	Spring Hill, FL 34609	531	5D
11062 Heathrow Avenue	Spring Hill, FL 34609	534	5D
11063 Heathrow Avenue	Spring Hill, FL 34609	530	5D
11066 Heathrow Avenue	Spring Hill, FL 34609	535	5D
11067 Heathrow Avenue	Spring Hill, FL 34609	529	5D
11070 Heathrow Avenue	Spring Hill, FL 34609	536	5D
11071 Heathrow Avenue	Spring Hill, FL 34609	528	5D
11074 Heathrow Avenue	Spring Hill, FL 34609	537	5D
11075 Heathrow Avenue	Spring Hill, FL 34609	527	5D
11078 Heathrow Avenue	Spring Hill, FL 34609	538	5D
11079 Heathrow Avenue	Spring Hill, FL 34609	526	5D
11082 Heathrow Avenue	Spring Hill, FL 34609	539	5D
11083 Heathrow Avenue	Spring Hill, FL 34609	525	5D
11086 Heathrow Avenue	Spring Hill, FL 34609	540	5D
11087 Heathrow Avenue	Spring Hill, FL 34609	524	5D
11091 Heathrow Avenue	Spring Hill, FL 34609	523	5D
11094 Heathrow Avenue	Spring Hill, FL 34609	541	5D
11095 Heathrow Avenue	Spring Hill, FL 34609	522	5D
11098 Heathrow Avenue	Spring Hill, FL 34609	542	5D
11099 Heathrow Avenue	Spring Hill, FL 34609	521	5D
11102 Heathrow Avenue	Spring Hill, FL 34609	543	5D
11103 Heathrow Avenue	Spring Hill, FL 34609	520	5D
11106 Heathrow Avenue	Spring Hill, FL 34609	544	5D
11107 Heathrow Avenue	Spring Hill, FL 34609	519	5D
11110 Heathrow Avenue	Spring Hill, FL 34609	545	5D
11111 Heathrow Avenue	Spring Hill, FL 34609	518	5D
11114 Heathrow Avenue	Spring Hill, FL 34609	546	5D

11115 Heathrow Avenue Spring Hill, FL 34609 547 11119 Heathrow Avenue Spring Hill, FL 34609 516 11122 Heathrow Avenue Spring Hill, FL 34609 548 11122 Heathrow Avenue Spring Hill, FL 34609 548 11123 Heathrow Avenue Spring Hill, FL 34609 549 11124 Heathrow Avenue Spring Hill, FL 34609 549 11127 Heathrow Avenue Spring Hill, FL 34609 549 11127 Heathrow Avenue Spring Hill, FL 34609 550 550 11131 Heathrow Avenue Spring Hill, FL 34609 550 550 11131 Heathrow Avenue Spring Hill, FL 34609 551 11132 Heathrow Avenue Spring Hill, FL 34609 551 11135 Heathrow Avenue Spring Hill, FL 34609 551 11135 Heathrow Avenue Spring Hill, FL 34609 552 11136 Heathrow Avenue Spring Hill, FL 34609 552 11139 Heathrow Avenue Spring Hill, FL 34609 552 11139 Heathrow Avenue Spring Hill, FL 34609 553 11144 Heathrow Avenue Spring Hill, FL 34609 554 11147 Heathrow Avenue Spring Hill, FL 34609 556 11151 Heathrow Avenue Spring Hill, FL 34609 556 11152 Heathrow Avenue Spring Hill, FL 34609 556 11155 Heathrow Avenue Spring Hill, FL 34609 556 11156 Heathrow Avenue Spring Hill, FL 34609 557 11156 Heathrow Avenue Spring Hill, FL 34609 558 11157 Heathrow Avenue Spring Hill, FL 34609 558 11157 Heathrow Avenue Spring Hill, FL 34609 560 11157 Heathrow	4444511 0 4	To : 133 51 0 1000	547	
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11210 Heathrow Avenue Spring Hill, FL 34609 569				5C
11213 Heathrow Avenue Spring Hill, FL 34609 495				<u> </u>
11214 Heathrow Avenue Spring Hill, FL 34609 570				
11218 Heathrow Avenue Spring Hill, FL 34609 571				5C
11221 Heathrow Avenue Spring Hill, FL 34609 494				
11222 Heathrow Avenue Spring Hill, FL 34609 572				

11226 Heathrow Avenue	Spring Hill, FL 34609	573	5C
11230 Heathrow Avenue	Spring Hill, FL 34609	574	
11231 Heathrow Avenue	Spring Hill, FL 34609	493	
11234 Heathrow Avenue	Spring Hill, FL 34609	575	5C
11235 Heathrow Avenue	Spring Hill, FL 34609	492	5C
11238 Heathrow Avenue	Spring Hill, FL 34609	576	
11239 Heathrow Avenue	Spring Hill, FL 34609	491	5C
11242 Heathrow Avenue	Spring Hill, FL 34609	577	5C
11243 Heathrow Avenue	Spring Hill, FL 34609	490	5C
11246 Heathrow Avenue	Spring Hill, FL 34609	578	
11247 Heathrow Avenue	Spring Hill, FL 34609	489	5C
11250 Heathrow Avenue	Spring Hill, FL 34609	579	5A
11251 Heathrow Avenue	Spring Hill, FL 34609	488	
11255 Heathrow Avenue	Spring Hill, FL 34609	487	5A
11258 Heathrow Avenue	Spring Hill, FL 34609	580	5A
11259 Heathrow Avenue	Spring Hill, FL 34609	486	5A
11263 Heathrow Avenue	Spring Hill, FL 34609	485	5A
11264 Heathrow Avenue	Spring Hill, FL 34609	581	5A
11267 Heathrow Avenue	Spring Hill, FL 34609	484	5A
11268 Heathrow Avenue	Spring Hill, FL 34609	582	5A
11271 Heathrow Avenue	Spring Hill, FL 34609	483	5A
11272 Heathrow Avenue	Spring Hill, FL 34609	583	5A
11275 Heathrow Avenue	Spring Hill, FL 34609	482	5A
11276 Heathrow Avenue	Spring Hill, FL 34609	584	5A
11279 Heathrow Avenue	Spring Hill, FL 34609	481	5A
11280 Heathrow Avenue	Spring Hill, FL 34609	585	
11284 Heathrow Avenue	Spring Hill, FL 34609	586	
11287 Heathrow Avenue	Spring Hill, FL 34609	480	5A
11290 Heathrow Avenue	Spring Hill, FL 34609	587	5A
11298 Heathrow Avenue	Spring Hill, FL 34609	588	5Ā
11320 Highlander Court	Spring Hill, FL 34609	413	4
11321 Highlander Court	Spring Hill, FI 34609	405	
11323 Highlander Court	Spring Hill, Fl 34609	406	4
11325 Highlander Court	Spring Hill, Fl 34609	407	4
11327 Highlander Court	Spring Hill, FI 34609	408	4
11329 Highlander Court	Spring Hill, Fl 34609	409	4
1001 Indigo Run Court	Spring Hill, FL 34609	243	3
1005 Indigo Run Court	Spring Hill, FL 34609	244	
1009 Indigo Run Court	Spring Hill, FL 34609	245	3
1013 Indigo Run Court	Spring Hill, FL 34609	246	3
1014 Indigo Run Court	Spring Hill, FL 34609	254	3
1017 Indigo Run Court	Spring Hill, FL 34609	247	3
1020 Indigo Run Court	Spring Hill, FL 34609	253	3
1021 Indigo Run Court	Spring Hill, FL 34609	248	3
1025 Indigo Run Court	Spring Hill, FL 34609	249	
1026 Indigo Run Court	Spring Hill, FL 34609	252	3
1029 Indigo Run Court	Spring Hill, FL 34609	250	3
1030 Indigo Run Court	Spring Hill, FL 34609	251	3
11400 Inman Court	Spring Hill, FL 34609	672	
11401 Inman Court	Spring Hill, FL 34609	671	7
11404 Inman Court	Spring Hill, FL 34609	673	
11410 Inman Court	Spring Hill, FL 34609	674	7

11416 Inman Court	Spring Hill, FL 34609	675	7
11422 Inman Court	Spring Hill, FL 34609	676	7
11427 Inman Court	Spring Hill, FL 34609	670	7
11436 Inman Court	Spring Hill, FL 34609	677	7
11448 Inman Court	Spring Hill, FL 34609	678	7
11455 Inman Court	Spring Hill, FL 34609	669	7
11464 Inman Court	Spring Hill, FL 34609	679	7
11480 Inman Court	Spring Hill, FL 34609	680	7
11506 Inman Court	Spring Hill, FL 34609	681	7
248 Kestrel Court	Spring Hill, FL 34609	593	6
252 Kestrel Court	Spring Hill, FL 34609	594	6
256 Kestrel Court	Spring Hill, FL 34609	595	6
257 Kestrel Court	Spring Hill, FL 34609	598	6
260 Kestrel Court	Spring Hill, FL 34609	596	6
261 Kestrel Court	Spring Hill, FL 34609	597	6
11368 Kingstree Court	Spring Hill, FL 34609	291	3
11372 Kingstree Court	Spring Hill, FL 34609	290	3
11373 Kingstree Court	Spring Hill, FL 34609	292	3
11376 Kingstree Court	Spring Hill, FL 34609	289	3
11377 Kingstree Court	Spring Hill, FL 34609	293	3
11380 Kingstree Court	Spring Hill, FL 34609	288	3
11384 Kingstree Court	Spring Hill, FL 34609	287	3
11388 Kingstree Court	Spring Hill, FL 34609	286	3
11392 Kingstree Court	Spring Hill, FL 34609	285	
11396 Kingstree Court	Spring Hill, FL 34609	284	<u> </u>
11402 Kingstree Court	Spring Hill, FL 34609	283	3 3 3 3 3 3 3 3 3 3 3 3 3
11406 Kingstree Court	Spring Hill, FL 34609	282	3
11410 Kingstree Court	Spring Hill, FL 34609	281	2
11414 Kingstree Court	Spring Hill, FL 34609	280	3
	Spring Hill, FL 34609	270	3
11415 Kingstree Court	Spring Hill, FL 34609	279	3
11418 Kingstree Court		279	3
11419 Kingstree Court	Spring Hill, FL 34609	271	<u> </u>
11422 Kingstree Court	Spring Hill, FL 34609	278	3
11423 Kingstree Court	Spring Hill, FL 34609		ა ა
11426 Kingstree Court	Spring Hill, FL 34609	277	3
11427 Kingstree Court	Spring Hill, FL 34609	273	
11430 Kingstree Court	Spring Hill, FL 34609	276	3
11431 Kingstree Court	Spring Hill, FL 34609	274	3 3 7
11434 Kingstree Court	Spring Hill, FL 34609	275	3
11433 McLeod Street	Spring Hill, FL 34609	696	/
11436 McLeod Street	Spring Hill, FL 34609	697	7
11457 McLeod Street	Spring Hill, FL 34609	695	7
11472 McLeod Street	Spring Hill, FL 34609	698	7
11475 McLeod Street	Spring Hill, FL 34609	694	7
11495 McLeod Street	Spring Hill, FL 34609	693	7
11509 McLeod Street	Spring Hill, FL 34609	692	7
11510 McLeod Street	Spring Hill, FL 34609	699	7
11527 McLeod Street	Spring Hill, FL 34609	691	7
11544 McLeod Street	Spring Hill, FL 34609	700	7
11545 McLeod Street	Spring Hill, FL 34609	690	7
11563 McLeod Street	Spring Hill, FL 34609	689	7
11564 McLeod Street	Spring Hill, FL 34609	701	_ 7

11583 McLeod Street	Spring Hill, FL 34609	688	7
11586 McLeod Street	Spring Hill, FL 34609	702	7
11602 McLeod Street	Spring Hill, FL 34609	703	7
11603 McLeod Street	Spring Hill, FL 34609	687	7
11624 McLeod Street	Spring Hill, FL 34609	704	7
11625 McLeod Street	Spring Hill, FL 34609	686	7
11245 McRacken Drive	Spring Hill, FL 34609	371	4
11246 McRacken Drive	Spring Hill, FL 34609	376	4
11254 McRacken Drive	Spring Hill, FL 34609	370	4
11257 McRacken Drive	Spring Hill, FL 34609	370	4
11257 McRackeri Drive	Spring Hill, FL 34609	378	4
11261 McRacken Drive	Spring Hill, FL 34609	369	4
11261 McRackeri Drive	Spring Hill, FL 34609	379	4
11265 McRacken Drive		368	4
11270 McRacken Drive	Spring Hill, FL 34609	380	4
11273 McRacken Drive	Spring Hill, FL 34609	367	4
11278 McRacken Drive	Spring Hill, FL 34609 Spring Hill, FL 34609	381	4
11281 McRacken Drive	<u> </u>		4
	Spring Hill, FL 34609	366	
11282 McRacken Drive	Spring Hill, FL 34609	382	4
11285 McRacken Drive	Spring Hill, FL 34609	365	4
11306 Musgrove Mill Drive	Spring Hill, FL 34609	430	4
11309 Musgrove Mill Drive	Spring Hill, FL 34609	428	
11248 Musgrove Mill Drive	Spring Hill, FL 34609	357	4
11256 Musgrove Mill Drive	Spring Hill, FL 34609	358	
11260 Musgrove Mill Drive	Spring Hill, FL 34609	359	4
11264 Musgrove Mill Drive	Spring Hill, FL 34609	360	4
11272 Musgrove Mill Drive	Spring Hill, FL 34609	361	4
11276 Musgrove Mill Drive	Spring Hill, FL 34609	362	4
11280 Musgrove Mill Drive	Spring Hill, FL 34609	363	4
11284 Musgrove Mill Drive	Spring Hill, FL 34609	364	4
11300 Musgrove Mill Drive	Spring Hill, FL 34609	433	4
11301 Musgrove Mill Drive	Spring Hill, FL 34609	424	4
11302 Musgrove Mill Drive	Spring Hill, FL 34609	432	4
11303 Musgrove Mill Drive	Spring Hill, FL 34609	425	4
11304 Musgrove Mill Drive	Spring Hill, FL 34609	431	4
11305 Musgrove Mill Drive	Spring Hill, FL 34609	426	
11307 Musgrove Mill Drive	Spring Hill, FL 34609	427	
11308 Musgrove Mill Drive	Spring Hill, FL 34609	429	
1123 Mystic Court	Spring Hill, FL 34609	1062	
1133 Mystic Court	Spring Hill, FL 34609	1061	11
1141 Mystic Court	Spring Hill, FL 34609	1060	
1150 Mystic Court	Spring Hill, FL 34609	_1110	
1151 Mystic Court	Spring Hill, FL 34609	1059	
1157 Mystic Court	Spring Hill, FL 34609	1058	11
1165 Mystic Court	Spring Hill, FL 34609	1057	11
1166 Mystic Court	Spring Hill, FL 34609	1111	11
1173 Mystic Court	Spring Hill, FL 34609	1056	
1182 Mystic Court	Spring Hill, FL 34609	1112	11
1183 Mystic Court	Spring Hill, FL 34609	1055	11
1193 Mystic Court	Spring Hill, FL 34609	1054	11
1194 Mystic Court	Spring Hill, FL 34609	1113	
1201 Mystic Court	Spring Hill, FL 34609	1053	

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Spring Hill, FL 34609	1118	11
Spring Hill, FL 34609	1050	11
Spring Hill, FL 34609	1049	11
Spring Hill, FL 34609	1045	11
Spring Hill, FL 34609	1048	
Spring Hill, FL 34609	1046	11
Spring Hill, FL 34609	1047	11
Spring Hill, FL 34609	921	9
Spring Hill, FL 34609	945	
Spring Hill, FL 34609	920	9
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11774 New Haven Drive	Spring Hill, FL 34609	946	
11775 New Haven Drive		896	9
11784 New Haven Drive	Spring Hill, FL 34609 Spring Hill, FL 34609	947	9
11792 New Haven Drive		947	9
	Spring Hill, FL 34609	895	9
11797 New Haven Drive	Spring Hill, FL 34609		9
11802 New Haven Drive	Spring Hill, FL 34609	949	9
11810 New Haven Drive	Spring Hill, FL 34609	950	
11815 New Haven Drive	Spring Hill, FL 34609	894	9
11818 New Haven Drive	Spring Hill, FL 34609	951	9
11832 New Haven Drive	Spring Hill, FL 34609	952	9
11839 New Haven Drive	Spring Hill, FL 34609	893	9
11840 New Haven Drive	Spring Hill, FL 34609	953	9
11851 New Haven Drive	Spring Hill, FL 34609	892	9
11852 New Haven Drive	Spring Hill, FL 34609	954	9
1008 Pocalla Dr	Spring Hill, FL 34609	242	3
275 Quane Avenue	Spring Hill, FL 34609	404	4
279 Quane Avenue	Spring Hill, FL 34609	403	4
280 Quane Avenue	Spring Hill, FL 34609	383	4
283 Quane Avenue	Spring Hill, FL 34609	402	4
284 Quane Avenue	Spring Hill, FL 34609	384	4
290 Quane Avenue	Spring Hill, FL 34609	385	4
291 Quane Avenue	Spring Hill, FL 34609	401	4
294 Quane Avenue	Spring Hill, FL 34609	386	4
295 Quane Avenue	Spring Hill, FL 34609	400	4
298 Quane Avenue	Spring Hill, FL 34609	387	4
299 Quane Avenue	Spring Hill, FL 34609	399	4
302 Quane Avenue	Spring Hill, FL 34609	388	4
303 Quane Avenue	Spring Hill, FL 34609	398	4
306 Quane Avenue	Spring Hill, FL 34609	389	4
307 Quane Avenue	Spring Hill, FL 34609	397	4
310 Quane Avenue	Spring Hill, FL 34609	390	4
311 Quane Avenue	Spring Hill, FL 34609	396	4
315 Quane Avenue	Spring Hill, FL 34609	395	4
319 Quane Avenue	Spring Hill, FL 34609	394	4
331 Quane Avenue	Spring Hill, FL 34609	393	4
335 Quane Avenue	Spring Hill, FL 34609	392	4
343 Quane Avenue	Spring Hill, FL 34609	391	4
347 Quane Avenue	Spring Hill, FL 34609	375	4
351 Quane Avenue	Spring Hill, FL 34609	374	4
359 Quane Avenue	Spring Hill, FL 34609	373	4
363 Quane Avenue	Spring Hill, FL 34609	372	4
367 Quane Avenue	Spring Hill, FL 34609	356	
371 Quane Avenue	Spring Hill, FL 34609	355	4
375 Quane Avenue	Spring Hill, FL 34609	354	4
379 Quane Avenue	Spring Hill, FL 34609	353	
383 Quane Avenue	Spring Hill, FL 34609	352	4
387 Quane Avenue	Spring Hill, FL 34609	351	4
395 Quane Avenue	Spring Hill, FL 34609	338	
399 Quane Avenue	Spring Hill, FL 34609	337	4
238 Rochester Street	Spring Hill, FL 34609	729	7
243 Rochester Street	Spring Hill, FL 34609	685	
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261 Rochester Street	Spring Hill, FL 34609	684	7
276 Rochester Street	Spring Hill, FL 34609	731	7
292 Rochester Street	Spring Hill, FL 34609	732	7
303 Rochester Street	Spring Hill, FL 34609	683	7
306 Rochester Street	Spring Hill, FL 34609	733	
318 Rochester Street	Spring Hill, FL 34609	734	7
332 Rochester Street	Spring Hill, FL 34609	735	7
346 Rochester Street	Spring Hill, FL 34609	736	
355 Rochester Street	Spring Hill, FL 34609	682	7
362 Rochester Street	Spring Hill, FL 34609	737	7
382 Rochester Street	Spring Hill, FL 34609	738	7
400 Rochester Street	Spring Hill, FL 34609	739	7
424 Rochester Street	Spring Hill, FL 34609	740	7
435 Rochester Street	Spring Hill, FL 34609	668	7
459 Rochester Street	Spring Hill, FL 34609	667	7
479 Rochester Street	Spring Hill, FL 34609	666	7
480 Rochester Street	Spring Hill, FL 34609	741	7
11310 Shadow Moss Court	Spring Hill, FL 34609	423	4
11311 Shadow Moss Court	Spring Hill, FL 34609	414	4
11312 Shadow Moss Court	Spring Hill, FL 34609	422	4
11313 Shadow Moss Court	Spring Hill, FL 34609	415	
11314 Shadow Moss Court	Spring Hill, FL 34609	421	4
11315 Shadow Moss Court	Spring Hill, FL 34609	416	
11316 Shadow Moss Court	Spring Hill, FL 34609	420	4
11317 Shadow Moss Court	Spring Hill, FL 34609	417	4
11318 Shadow Moss Court	Spring Hill, FL 34609	419	4
11319 Shadow Moss Court	Spring Hill, FL 34609	418	
1272 Springfield Drive	Spring Hill, FL 34609	1043	
1280 Springfield Drive	Spring Hill, FL 34609	1044	11
11668 Teapot Court	Spring Hill, FL 34609	715	
11669 Teapot Court	Spring Hill, FL 34609	728	
11687 Teapot Court	Spring Hill, FL 34609	727	7
11690 Teapot Court	Spring Hill, FL 34609	716	7
11704 Teapot Court	Spring Hill, FL 34609	717	7
11711 Teapot Court	Spring Hill, FL 34609	726	7
11720 Teapot Court	Spring Hill, FL 34609	718	
11721 Teapot Court	Spring Hill, FL 34609	715	
11730 Teapot Court	Spring Hill, FL 34609	719	
11730 Teapot Court	Spring Hill, FL 34609	719	
11740 Teapot Court		720	
11741 Teapot Court	Spring Hill, FL 34609 Spring Hill, FL 34609	720	
11750 Teapot Court	Spring Hill, FL 34609	723	7
11750 Teapot Court	Spring Hill, FL 34609	721	7
11832 Valley Falls Loop	Spring Hill, FL 34609	1003	
11836 Valley Falls Loop	Spring Hill, FL 34609	1003	
11848 Valley Falls Loop	Spring Hill, FL 34609	1002	10
11855 Valley Falls Loop	Spring Hill, FL 34609	1001	10
		1004	
11856 Valley Falls Loop	Spring Hill, FL 34609	1005	
11861 Valley Falls Loop	Spring Hill, FL 34609	999	10
11862 Valley Falls Loop	Spring Hill, FL 34609	998	
11872 Valley Falls Loop	Spring Hill, FL 34609		
11873 Valley Falls Loop	Spring Hill, FL 34609	1006	<u> </u>

11000 Volley Folle Lean	Coming Hill El 24600	007	10
11880 Valley Falls Loop	Spring Hill, FL 34609	997	10 10
11881 Valley Falls Loop	Spring Hill, FL 34609	1007	10
11888 Valley Falls Loop	Spring Hill, FL 34609	996	10
11894 Valley Falls Loop	Spring Hill, FL 34609	995 994	10
11902 Valley Falls Loop	Spring Hill, FL 34609	993	10
11910 Valley Falls Loop	Spring Hill, FL 34609	1008	10
11911 Valley Falls Loop	Spring Hill, FL 34609	992	10
11916 Valley Falls Loop	Spring Hill, FL 34609	992	10
11920 Valley Falls Loop	Spring Hill, FL 34609		10
11928 Valley Falls Loop	Spring Hill, FL 34609	990	10
11931 Valley Falls Loop	Spring Hill, FL 34609	1009	
11938 Valley Falls Loop	Spring Hill, FL 34609	989	10
11946 Valley Falls Loop	Spring Hill, FL 34609	988	10
11954 Valley Falls Loop	Spring Hill, FL 34609	987	10
11959 Valley Falls Loop	Spring Hill, FL 34609	1010	10
11960 Valley Falls Loop	Spring Hill, FL 34609	986	10
11968 Valley Falls Loop	Spring Hill, FL 34609	985	10
11978 Valley Falls Loop	Spring Hill, FL 34609	984	10
11979 Valley Falls Loop	Spring Hill, FL 34609	1011	10
11986 Valley Falls Loop	Spring Hill, FL 34609	983	10
11993 Valley Falls Loop	Spring Hill, FL 34609	1012	10
11996 Valley Falls Loop	Spring Hill, FL 34609	982	10
12004 Valley Falls Loop	Spring Hill, FL 34609	981	10
12007 Valley Falls Loop	Spring Hill, FL 34609	1013	10
12012 Valley Falls Loop	Spring Hill, FL 34609	980	10
447 Wedgefield Drive	Spring Hill, FL 34609	188	2
451 Wedgefield Drive	Spring Hill, FL 34609	187	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
452 Wedgefield Drive	Spring Hill, FL 34609	189	2
455 Wedgefield Drive	Spring Hill, FL 34609	186	2
456 Wedgefield Drive	Spring Hill, FL 34609	190	2
459 Wedgefield Drive	Spring Hill, FL 34609	185	2
460 Wedgefield Drive	Spring Hill, FL 34609	191	2
463 Wedgefield Drive	Spring Hill, FL 34609	184	2
464 Wedgefield Drive	Spring Hill, FL 34609	192	2
467 Wedgefield Drive	Spring Hill, FL 34609	183	2
468 Wedgefield Drive	Spring Hill, FL 34609	193	2
472 Wedgefield Drive	Spring Hill, FL 34609	194	2
475 Wedgefield Drive	Spring Hill, FL 34609	182	2
476 Wedgefield Drive	Spring Hill, FL 34609	195	2
480 Wedgefield Drive	Spring Hill, FL 34609	196	2
484 Wedgefield Drive	Spring Hill, FL 34609	_197	2
10956 Westerly Drive	Spring Hill, FL 34609	1072	11
10968 Westerly Drive	Spring Hill, FL 34609	1073	11
10988 Westerly Drive	Spring Hill, FL 34609	1075	11
11000 Westerly Drive	Spring Hill, FL 34609	1076	11
11013 Westerly Drive	Spring Hill, FL 34609	1071	11
11014 Westerly Drive	Spring Hill, FL 34609	1077	11
11023 Westerly Drive	Spring Hill, FL 34609	1070	11
11029 Westerly Drive	Spring Hill, FL 34609	1069	11
11030 Westerly Drive	Spring Hill, FL 34609	1078	11
11039 Westerly Drive	Spring Hill, FL 34609	1068	11
11040 Westerly Drive	Spring Hill, FL 34609	1079	11

11050 Westerly Drive	Spring Hill, FL 34609	1080	<u> 11</u>]
11053 Westerly Drive	Spring Hill, FL 34609	1067	11
11058 Westerly Drive	Spring Hill, FL 34609	1081	11
11064 Westerly Drive	Spring Hill, FL 34609	1082	11
11065 Westerly Drive	Spring Hill, FL 34609	1066	11
11076 Westerly Drive	Spring Hill, FL 34609	1083	11
11081 Westerly Drive	Spring Hill, FL 34609	1065	11
11084 Westerly Drive	Spring Hill, FL 34609	1084	11
11090 Westerly Drive	Spring Hill, FL 34609	1085	11
11091 Westerly Drive	Spring Hill, FL 34609	1064	11
11108 Westerly Drive	Spring Hill, FL 34609	1086	11
11109 Westerly Drive	Spring Hill, FL 34609	1063	11
LOT 1074 Westerly Drive	Spring Hill, FL 34609	1074	11

COMPOSITE EXHIBIT A – LEGAL DESCRIPTIONS

Lots 15 through 33, inclusive; Lots 69 and 70; and Lots 91 through 100, 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; and

Lots 101 through 110 inclusive, and Lots 148 through 197, of Wellington at Seven Hills Phase Two, a subdivision of Hernando County, Florida, according to the plat thereof recorded in Plat Book 31, Pages 18 through 20, Public Records of Hernando County, Florida; and

Lots 198 through 297, inclusive, of Wellington at Seven Hills Phase Three, a subdivision of Hernando County, Florida, according to the plat thereof recorded in Plat Book 31, Page 37, Public Records of Hernando County, Florida; and

Lots 351, 367, 373, 390, 394, 406, 407, 408, 409 and 423, WELLINGTON AT SEVEN HILLS PHASE FOUR, according to the plat thereof as recorded in Plat Book 32, Pages 12 and 13, Public Records of Hernando County, Florida; and

Lots 360, 362, 363, 366, 371, 376, 377, 378, 386, 388, 389, 396, 397, 398, 399, 400, 414, 415, 416, 422, 424, 425, 426, 431, 432 and 433, WELLINGTON AT SEVEN HILLS PHASE FOUR, according to the plat thereof as recorded in Plat Book 32, Pages 12 and 13, Public Records of Hernando County, Florida; and

Lots 417, 418, 419, 420, and 421, WELLINGTON AT SEVEN HILLS PHASE FOUR, according to the plat thereof as recorded in Plat Book 32, Pages 12 and 13, Public Records of Hernando County, Florida; and

Lots 355, 356, 358, 364, 379, 387, 391, 392, 395, 427, and 429, WELLINGTON AT SEVEN HILLS PHASE FOUR, according to the plat thereof as recorded in Plat Book 32, Pages 12 and 13, Public Records of Hernando County, Florida; and

Lots 480, 481, 482, 483, 484, 485, 486, 487, 488, 582, 583, 584, 585, and 587, of WELLINGTON AT SEVEN HILLS, PHASE FIVE-A, according to the plat thereof recorded in Plat Book 32, Pages 28 and 29, Public Records of Hernando County, Florida; and

Lots 337, 352, 353, 354, 428, and 430, of WELLINGTON AT SEVEN HILLS, PHASE FOUR according to the plat thereof recorded in Plat Book 32, Pages 12 and 13, Public Records of Hernando County, Florida; and

Lot 338 of WELLINGTON AT SEVEN HILLS, PHASE FOUR, according to the plat thereof recorded in Plat Book 32, Pages 12 and 13, Public Records of Hernando County, Florida; and

Lots 457, 579, 580, 581, 586 and 588 of WELLINGTON AT SEVEN HILLS, PHASE FIVE-A, according to the plat thereof recorded in Plat Book 32, Pages 28 and 29, Public Records of Hernando County, Florida; and

COMPOSITE EXHIBIT A – LEGAL DESCRIPTIONS

Lots 489, 490, 491, 492, 569, 570, 572 and 573 of WELLINGTON AT SEVEN HILLS, PHASE FIVE-C, according to the plat thereof recorded in Plat Book 32, Pages 42 and 43, Public Records of Hernando County, Florida; and

Lots 494, 495, 571, 576, 578, and 574 of WELLINGTON AT SEVEN HILLS, PHASE FIVE-C, according to the plat thereof recorded in Plat Book 32, Pages 42 and 43, Public Records of Hernando County, Florida; and

Lots 493, 496, 497, 505, 575, and 577 of WELLINGTON AT SEVEN HILLS, PHASE FIVE-C, according to the plat thereof recorded in Plat Book 32, Pages 42 and 43, Public Records of Hernando County, Florida; and

Lots 498, 504, 557, 560 and 566 of WELLINGTON AT SEVEN HILLS, PHASE FIVE-C, according to the plat thereof recorded in Plat Book 32, Pages 42 and 43, Public Records of Hernando County, Florida; and

Lot 393 of WELLINGTON AT SEVEN HILLS, PHASE FOUR, according to the plat thereof recorded in Plat Book 32, Pages 12 and 13, Public Records of Hernando County, Florida; and

Lots 499, 500, 502, 503, 558, 563, 564, 567 and 568 of WELLINGTON AT SEVEN HILLS, PHASE FIVE-C, according to the plat thereof recorded in Plat Book 32, Pages 42 and 43, Public Records of Hernando County, Florida; and

Lots 561 and 562 of WELLINGTON AT SEVEN HILLS, PHASE FIVE-C, according to the plat thereof recorded in Plat Book 32, Pages 42 and 43, Public Records of Hernando County, Florida; and

Lots 493, 496, 497, 501, 505, 559, 561, 562, 565, 575 and 577, of WELLINGTON AT SEVEN HILLS, PHASE FIVE-C, according to the plat thereof recorded in Plat Book 32, Pages 42 and 43, Public Records of Hernando County, Florida; and

Lots 506 through 556 and Lots 557A through 558A, WELLINGTON AT SEVEN HILLS, PHASE FIVE-D, according to the plat thereof recorded in Plat Book 33, Pages 18 and 19, Public Records of Hernando County, Florida; and

Lots 589 through 615 and Lots 642 through 664, WELLINGTON AT SEVEN HILLS, PHASE SIX, according to the plat thereof recorded in Plat Book 33, Pages 24 and 25, Public Records of Hernando County, Florida; and

Lots 666 through 747, of WELLINGTON AT SEVEN HILLS, PHASE SEVEN, according to the plat thereof recorded in Plat Book 33, Pages 49 and 50, Public Records of Hernando County, Florida; and

BK: 4267 PG: 1841

COMPOSITE EXHIBIT A – LEGAL DESCRIPTIONS

Lots 791 through 863, of WELLINGTON AT SEVEN HILLS, PHASE EIGHT, according to the plat thereof recorded in Plat Book 34, Pages 34 and 35, Public Records of Hernando County, Florida; and

Lots 892 through 954, WELLINGTON AT SEVEN HILLS, PHASE NINE, according to the plat thereof recorded in Plat Book 35, Pages 24 and 25, Public Records of Hernando County, Florida; and

Lots 980 through 1018, of WELLINGTON AT SEVEN HILLS, PHASE TEN, according to the plat thereof recorded in Plat Book 37, Pages 11 and 12, Public Records of Hernando County, Florida; and

Lots 1043 through 1086, and Lots 1110 through 1118, 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.

WELLINGTON AT SEVEN HILLS PHASE ONE SHEET 1 OF 3 PB 10 105 16-28

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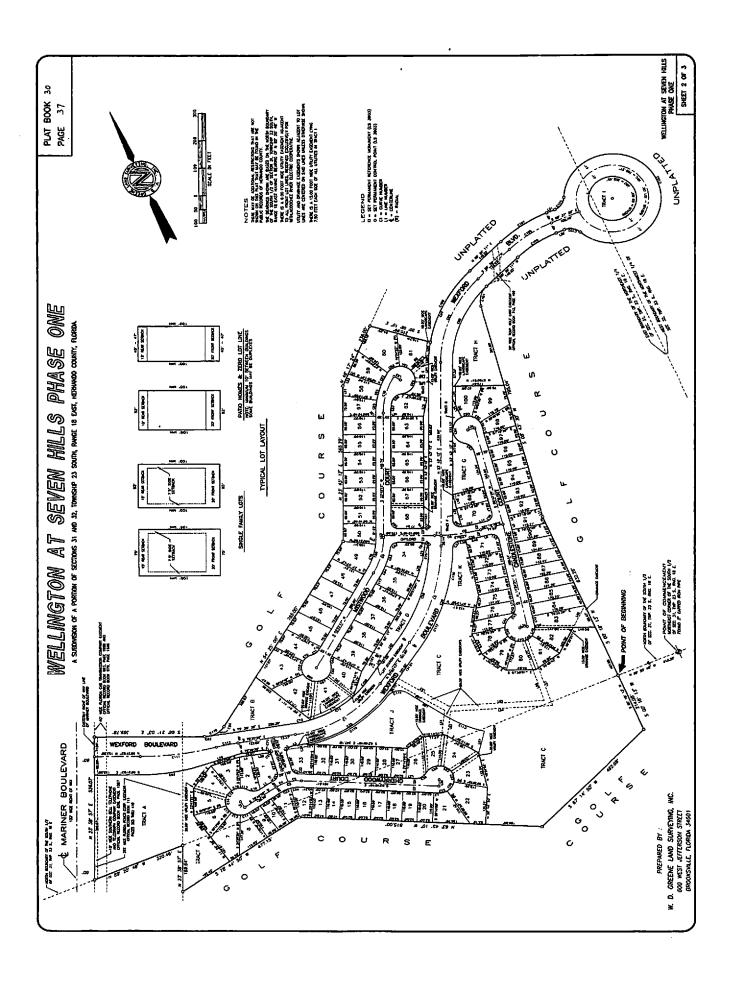
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CERT 10 PLAT BOOK 30 PAGE 36 L WILLIA D. GODGE, HOSTER CRIEFY THAT I PREPARED BUS PART AND THAT IS CONTRIBUTED THAT A CONTRIBUTED THAT OF THE CRIEF STATES AND THAT A CONTRIBUTED THAT OF THE CRIEF STATES AND THAT AND THE CRIEF STATES AND THAT AND THE CRIEF STATES AND THAT AND Mason 26, 1997 42.2 MOREY CHINYY THAT RECORD'S MELENCICIA, NO. IS THE RECORD OMNER OF HE LANCES MENTRY PLATERS, AND THAT THERE AND RELINGEDST TAXES ON Getter Pippin digt Chil. NO RECORDED SH PLAT BOOK 30 , PAGES 34 -3.5 10 MG MERCAS, THIS PLAT WAS ON THE \$\int \frac{100}{100} DAY OF \$\int \frac{100}{100} \int \frac{10 has Plat has been approved and recognishes to food MENUADO CURAT, FLARCA, (TR. JAPRONI, FOR RECORD M RESCULO, MY TRE BOUR COMUNITO COMENCERES. RES RESCULO, MY TRE BOUR SOUR PLATE COMENCERES. REPORT SOURL EL RECORDO MY NEW PROJECT DE RESETS PARTONIO DA SOULL EL RECORDO MY NE PROJECT DOSS DESCUEDA. NO SAULL EL BREMO CH. MY PROSES DESCUTOR. Alm Alperitary dest A SUBDIVISION OF A PORTION OF SECTIONS 31 AND 32, TOWNSHIP 23 SOUTH, RANGE 18 EAST, HERNATIDO COUNTY, FLORIDA. The state of the s CERTACATE OF APPROVAL BY COUNTY ATTORNEYS ABSTRACTORS CERTIFICATE: SURPEYOR'S CERTIFICATE BOARD OF COLUMNY COMMEN NOTICE TO PERMIT OF THE MAN THE HOLD WITH THE HOLD OF THE MAY THE FOLKO IN THE MAY THE FOLKO IN THE MAN THE FOLKO IN THE MAN THE FOLKO IN THE FOLKIT. PHASE HULLER HULLAMS AND FOREST Buttern Millianes WINESS MY HAND AND OTHOM, SEAL AT PASCO COUNTY, PLONDA, THE DAY AND YEAR APPLICADO, J. LOCATION MAP MULLIAN WOTHER PRINCE 60 FOCH STALD AND BELNOTED IN THE PRESDUCE OF SEVEN UT COLAKSSON COPIES W. D. GREENE LAND SURVETING, INC. 600 WEST JEPERSON STREET BROOKSMILE, FLORIDA 34601 COLADION, A CENTRA SECURIOS, DOTOTO SE TRACE I, C. B. C. F. HO I HAN JAR EDIRECTO DE COLADEN HANCE, PRESE TRACES AND COLODO DE PROCESSOR DE PROCESSO TOWARTON WITH THE FILE, THE EXCLUSING TOWERS AND PRESENCE THE WAY AND LIGHTLYS. THE WAY, WERN AND DANISCUAS OF WHEN AND STORMED AND THE TOWARD WITH AND THE TOWARD WAS AND THE TOWARD. PROJEKTAS.

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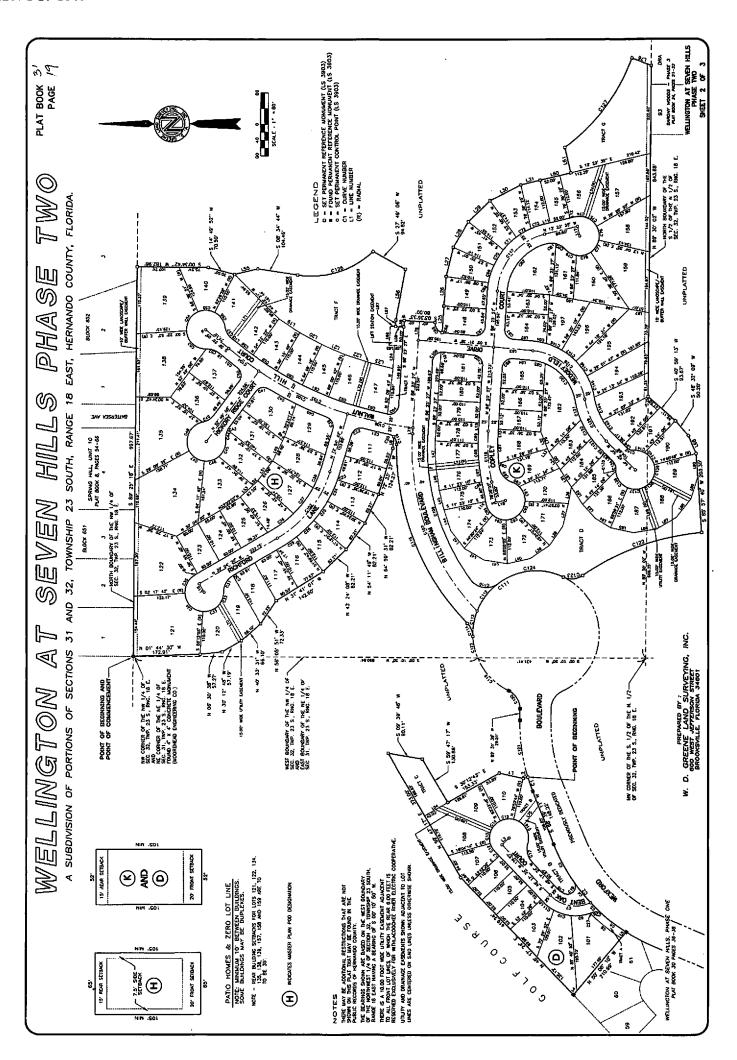
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D. GREENE LAND SURVEYING, INC.

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PREPARED BY:

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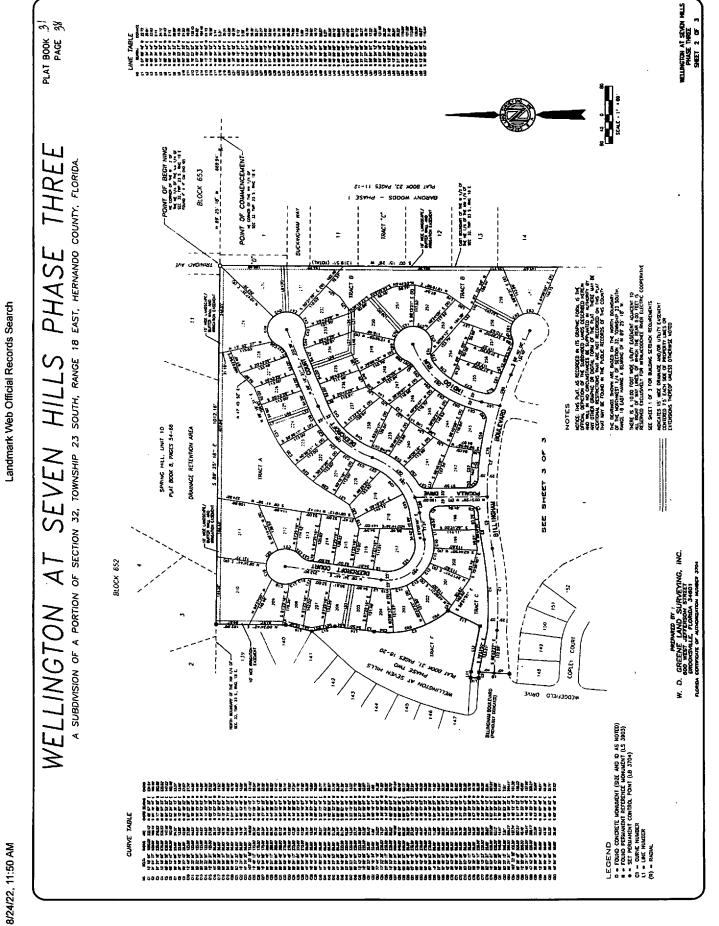
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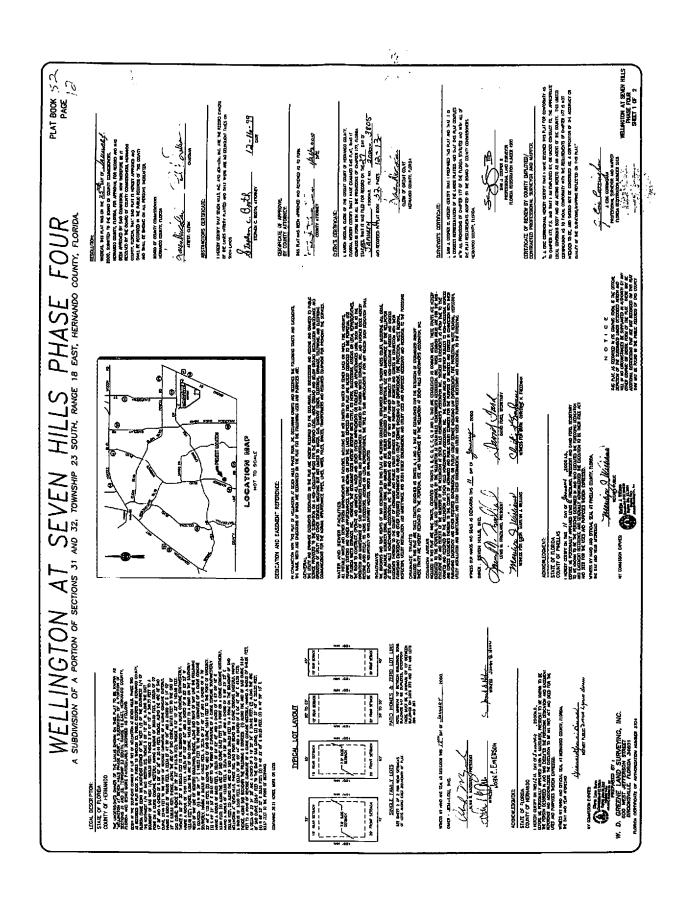
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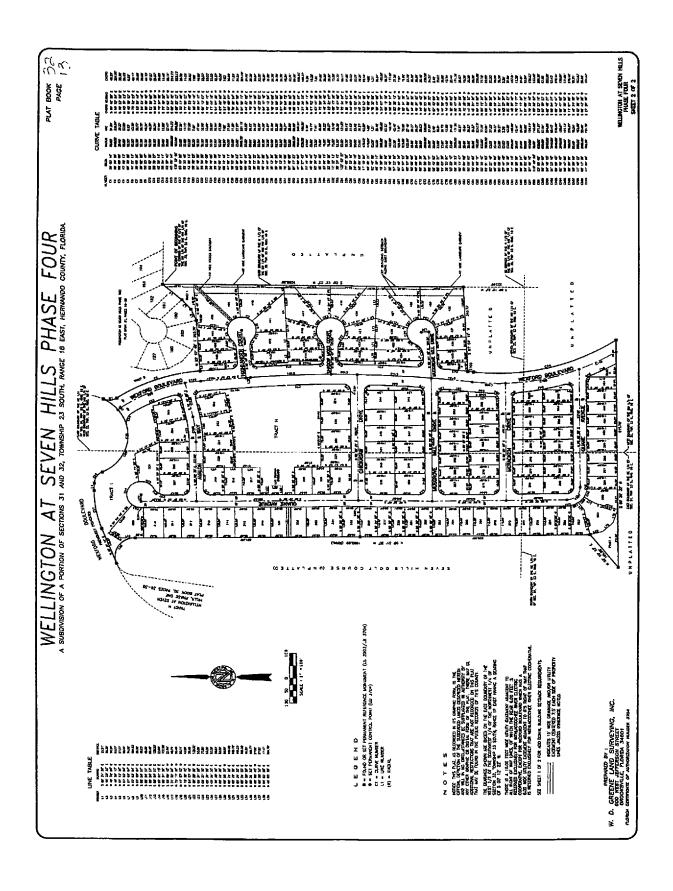
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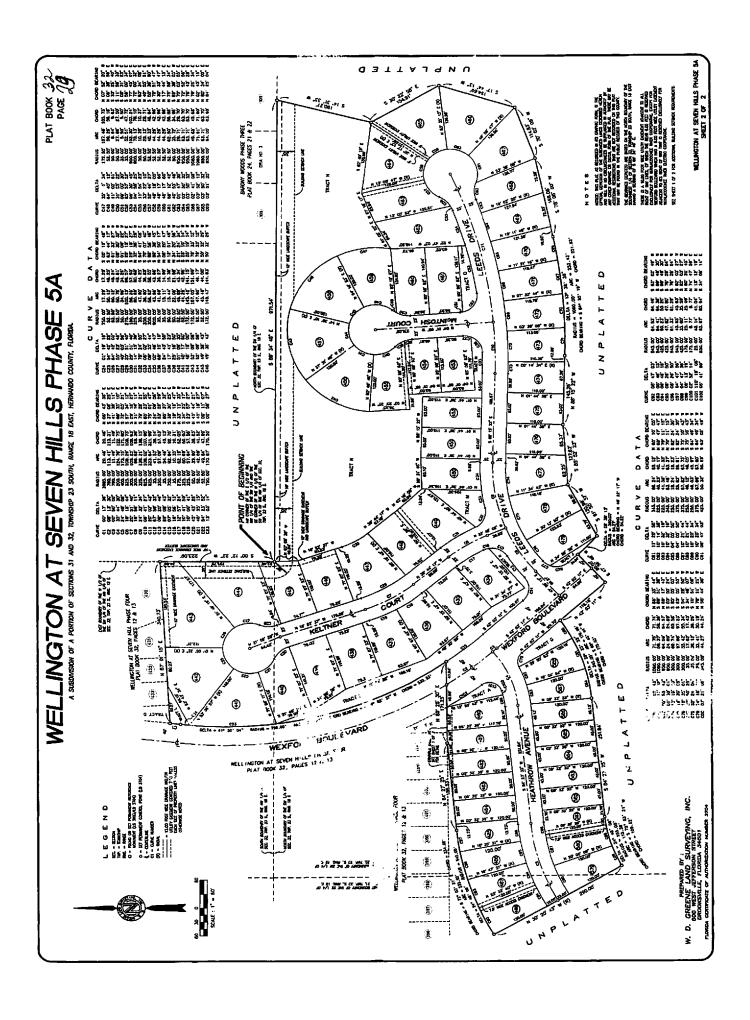
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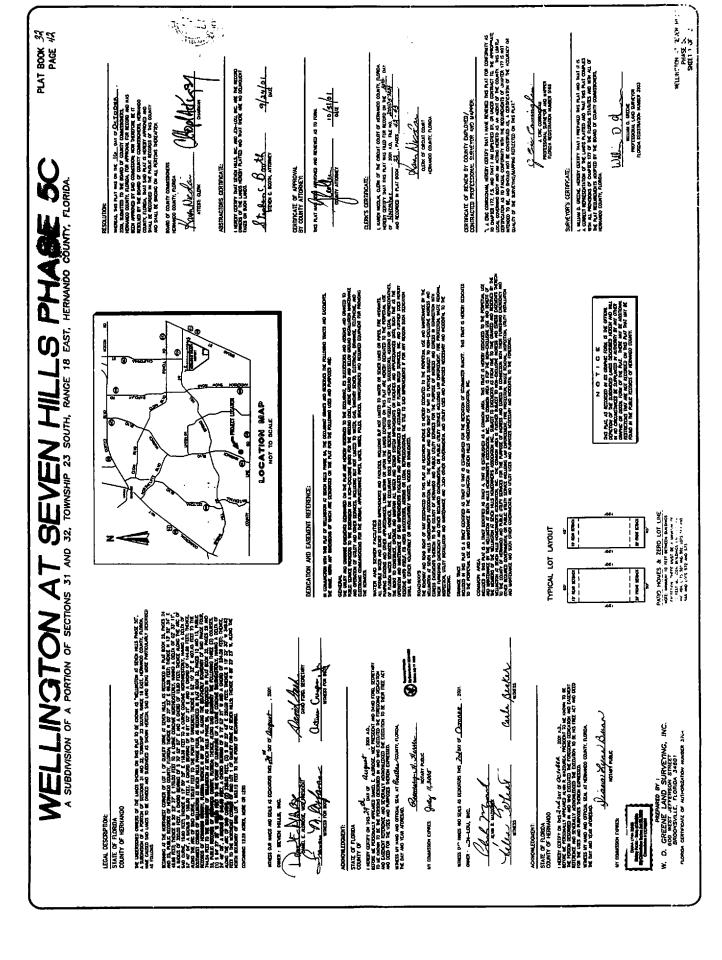




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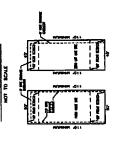
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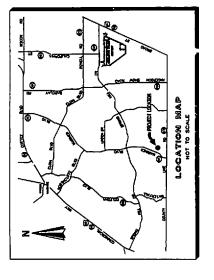
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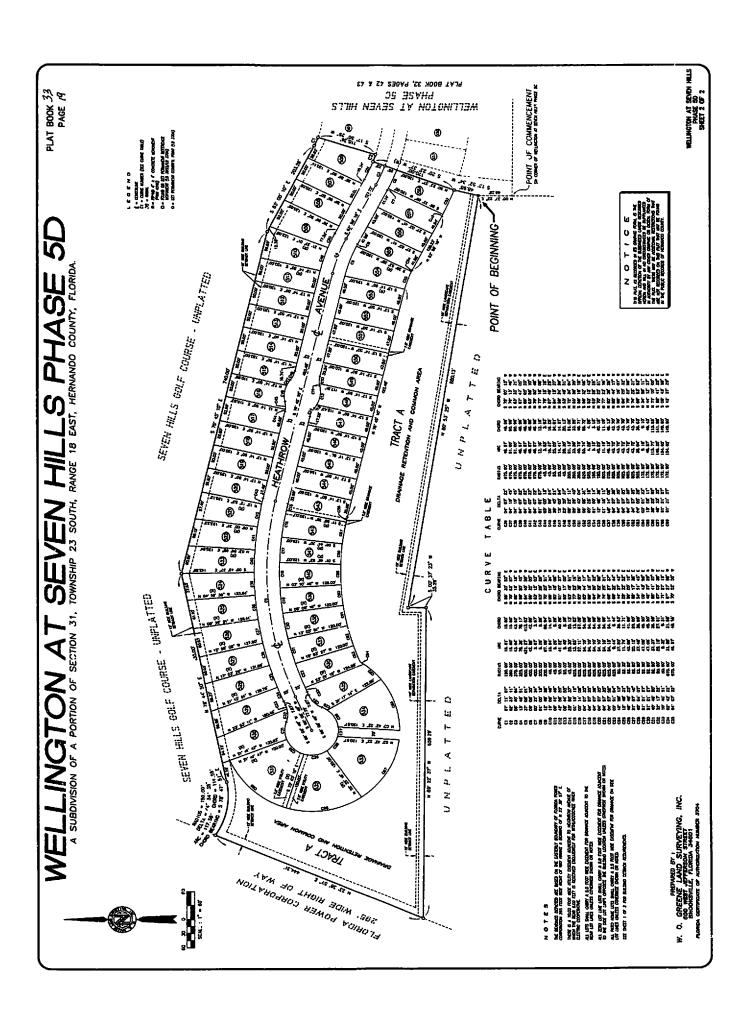
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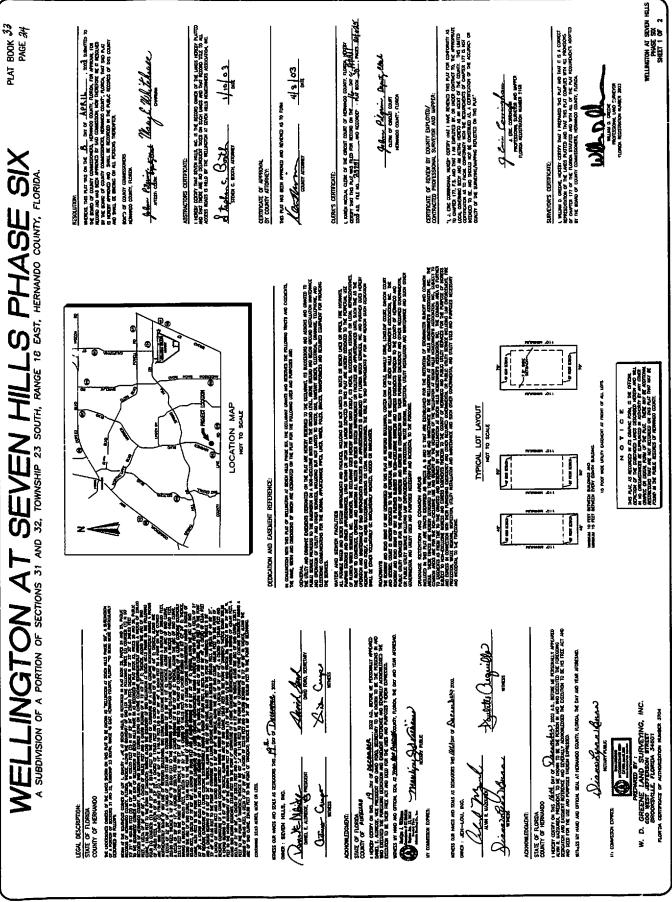
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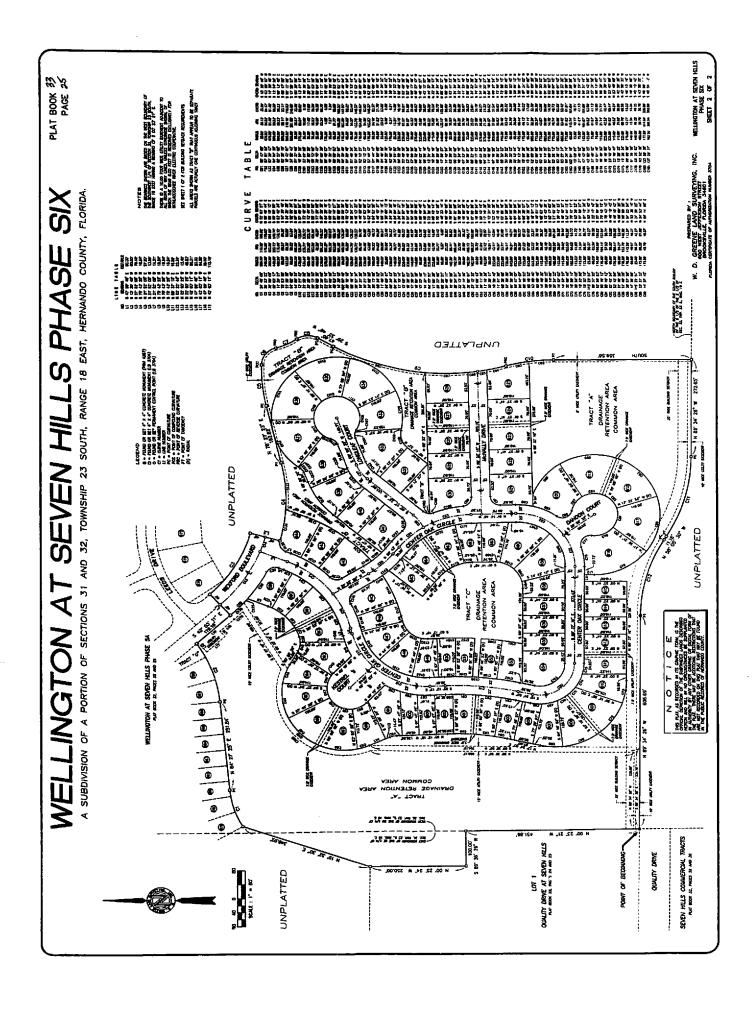
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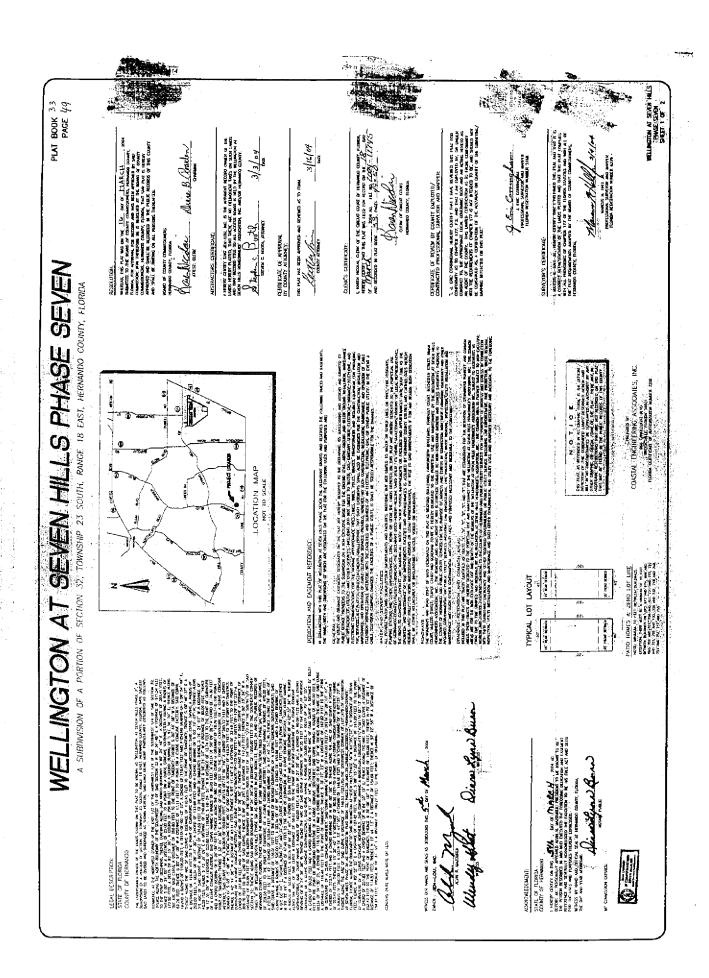


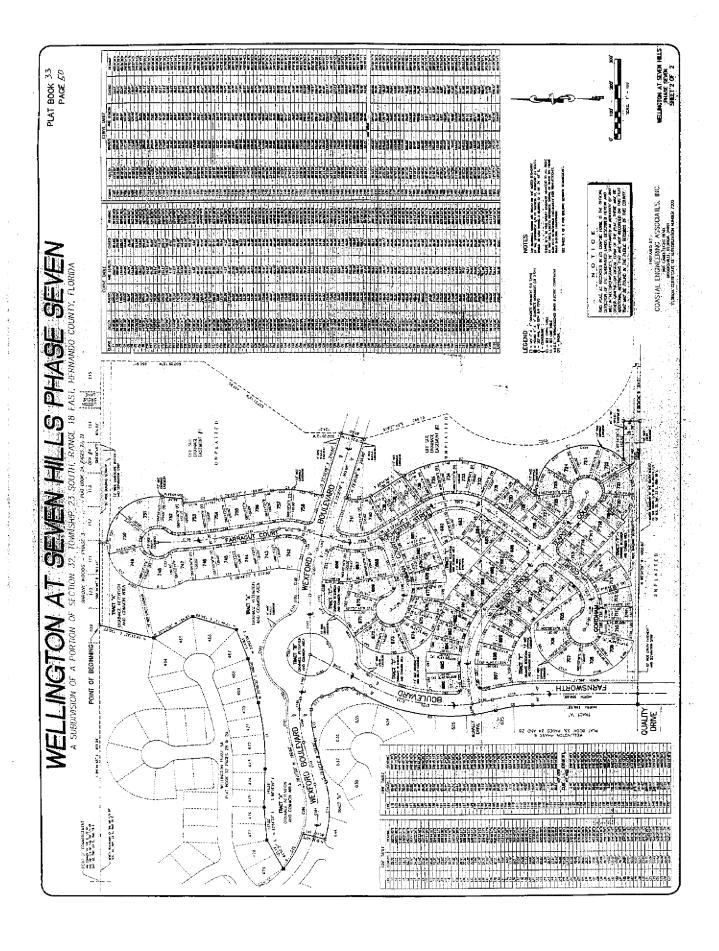
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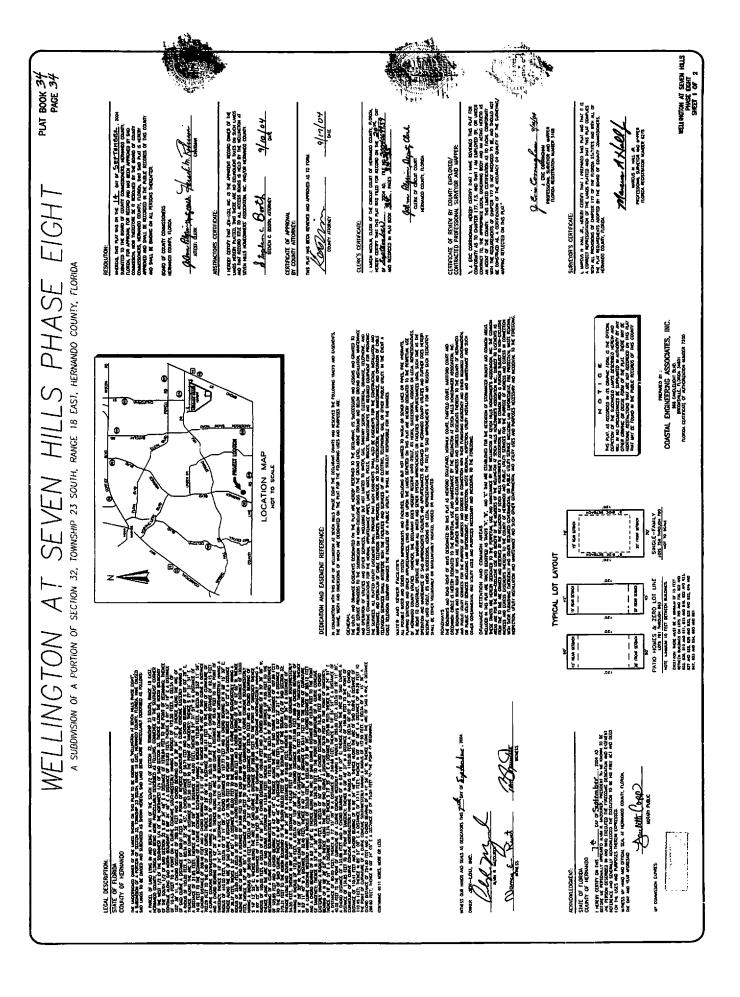
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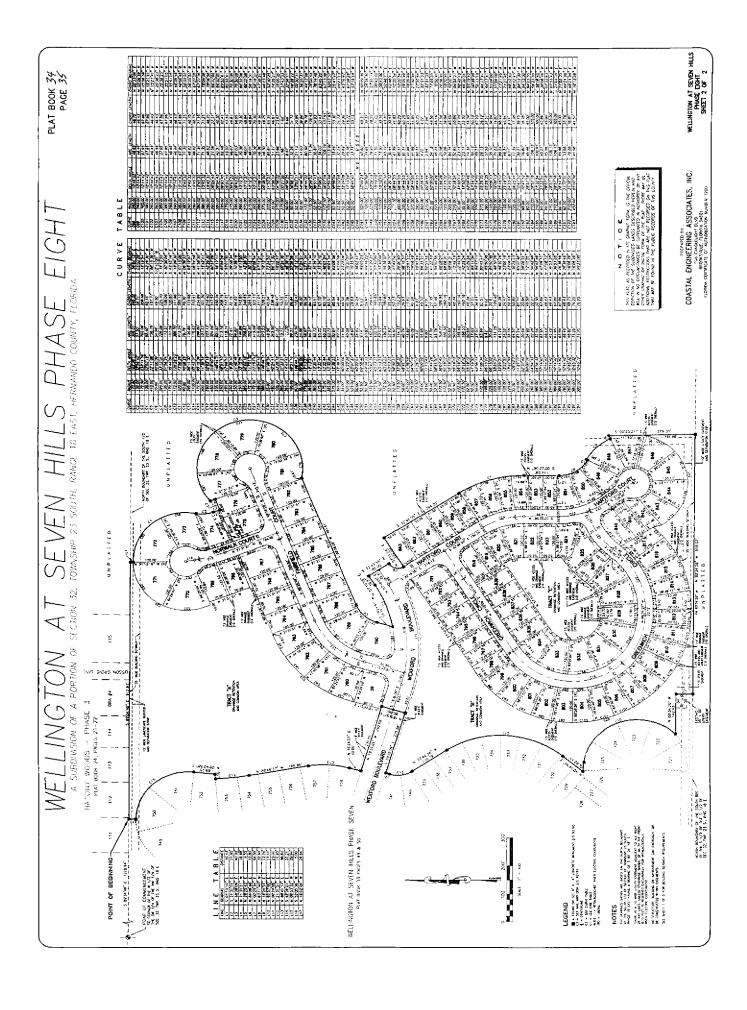












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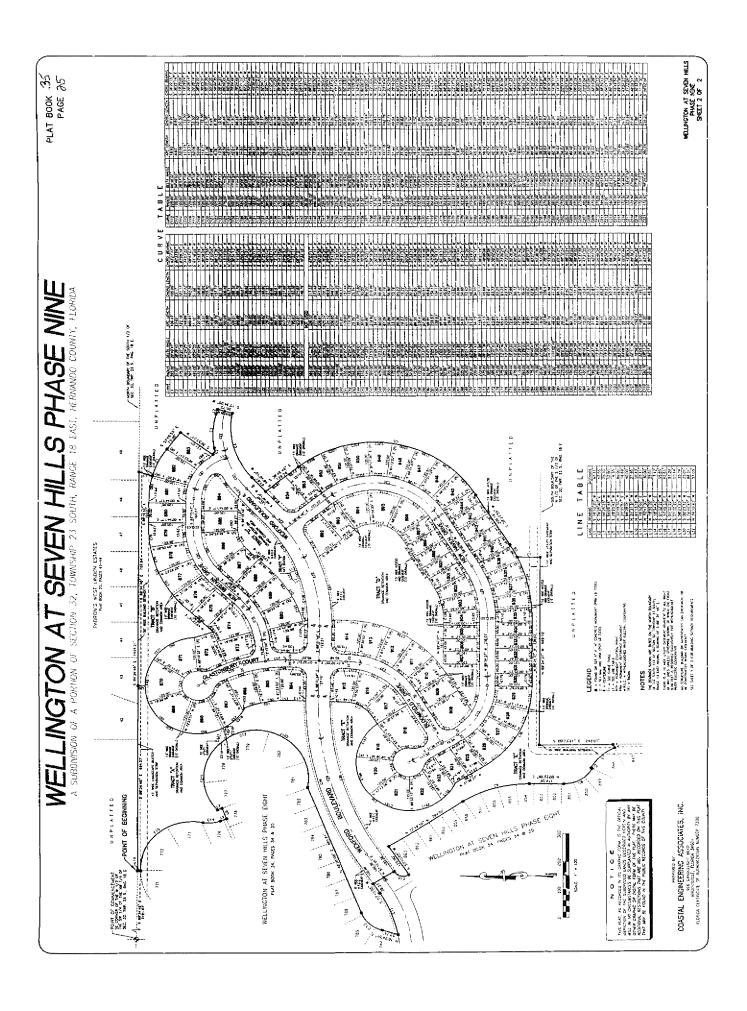
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PLAT BOOK37

## WELLINGTON AT SEVEN HILLS PHASE TEN

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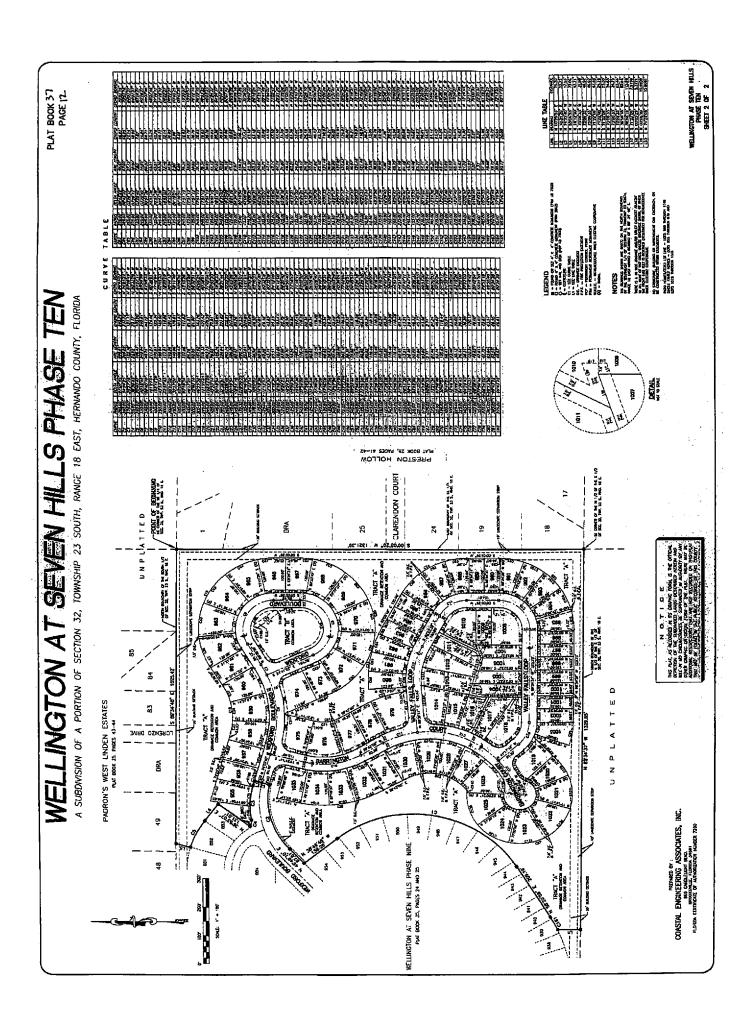
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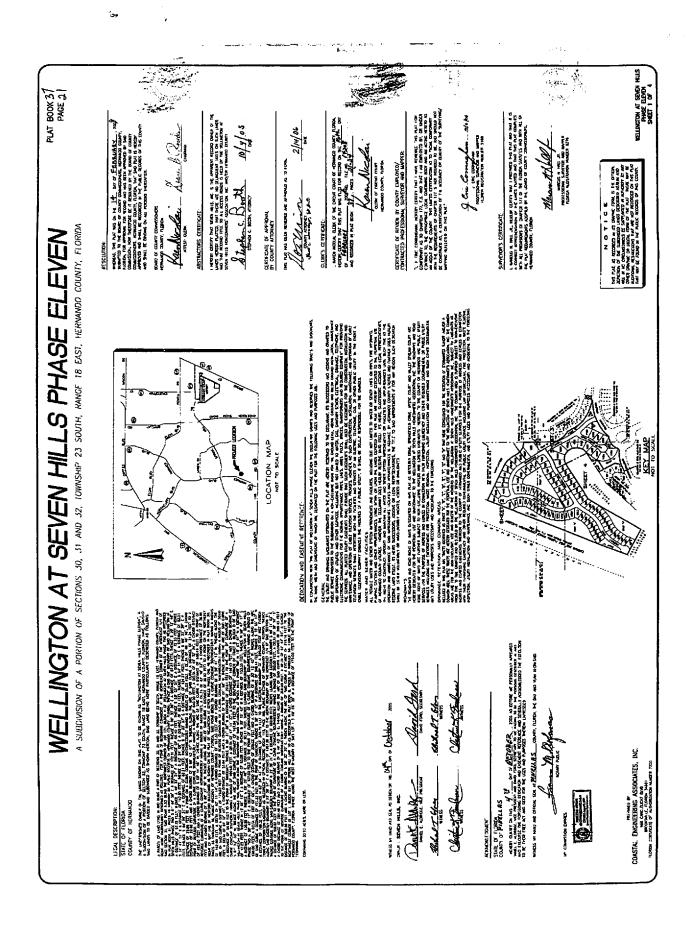
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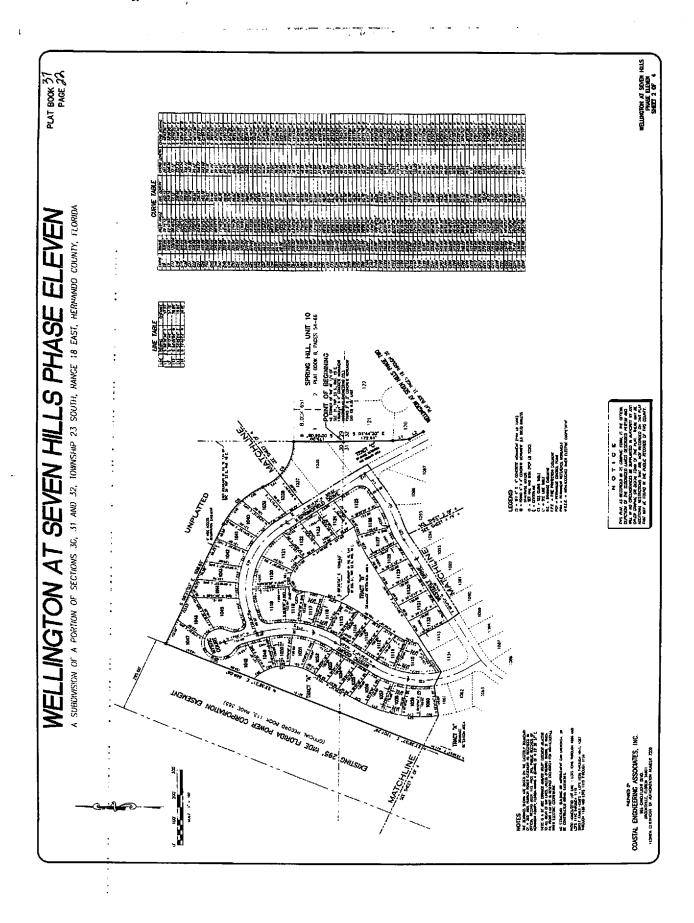
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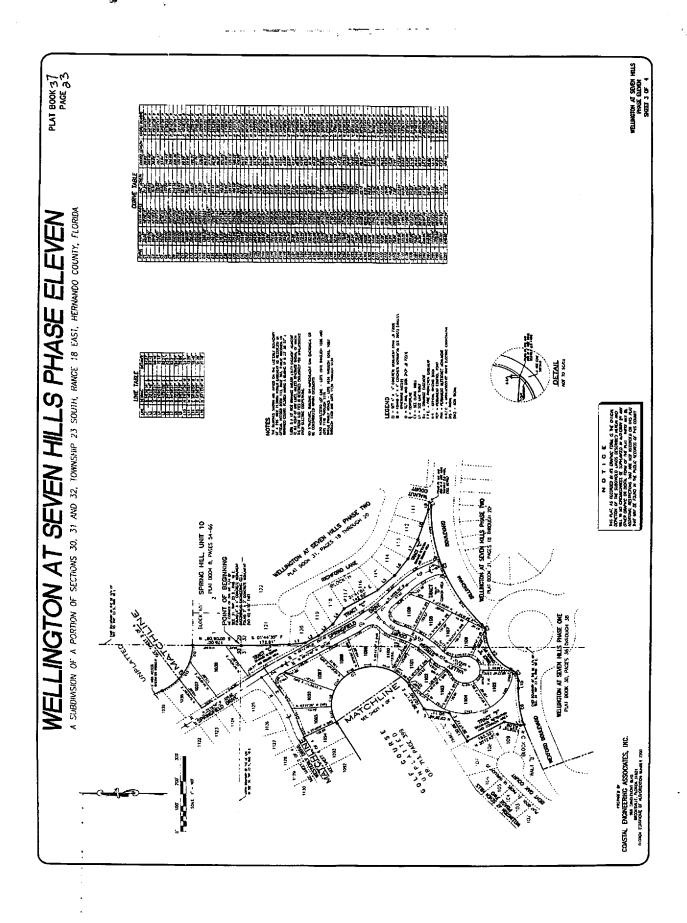
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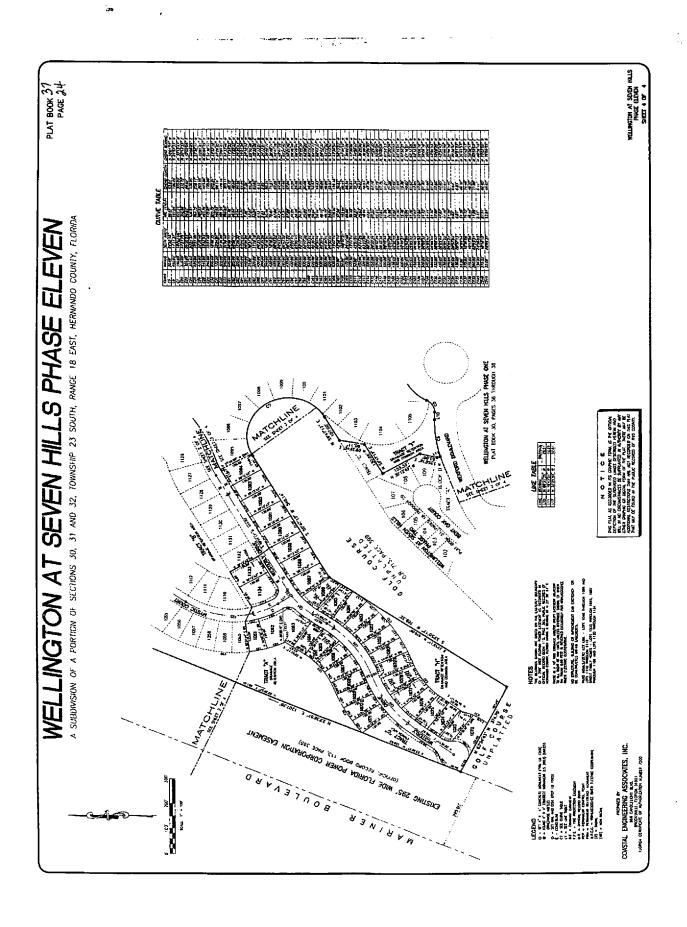
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Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of WELLINGTON PATIO HOMEOWNERS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on March 26, 1997, as shown by the records of this office.

The document number of this corporation is N97000001682.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Sixteenth day of May, 2007



CR2EO22 (01-07)

Kurt S. Browning Secretary of State

# ARTICLES OF INCORPORATION OF

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A NOT-FOR-PROPIT 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 notfor-profit. The undersigned hereby certify:

# ARTICLE I

The name of the corporation shall be WELLINGTON PATIO HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as "Association").

### ARTICLE II

The principal and initial registered office of the Corporation is located at: 6709 Ridge Road, Port 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 containing certain Lots within Wellington at Seven Hills, a subdivision of Hernando County, Plorida, 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 agreed 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 SLEEMAN, Vice President 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 C. SLEEMAN, 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 H

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 Daveloper 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 WEERBOF, 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 170 day of 1997.

DAVID C. NORTON, Pres.

GEORGE SLEEMAN, vice Pres.

SUSAN SILVA, Sect./Treasurer

STATE OF FLORIDA)
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this day of 1997, by GEORGE SLEEMAN, DAVID C. NORTON 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.

Notary Public

Printed Name of Notary My Commission Expires:

ALTA M. RESCH
MY COMMESSION / COZYTOUT EXPIREB
April 28, 1997
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### ACCEPTAGES

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 March 17, 1997.

DAVIDIC NORTON Registered Agent

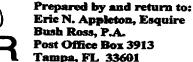
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OFFICIAL RECORDS BK: 2588 PG: 1385







08/22/2008 11:29AM # Pages 12 Filed & Recorded in Official Records of HERNANDO COUNTY CLERK OF COURT KAREN NICOLAI



### CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF WELLINGTON PATIO HOMEOWNERS ASSOCIATION, INC. A NOT-FOR-PROFIT FLORIDA CORPORATION

We, Robert Budrick, and Diane Renfro, as President and Secretary, respectively, of Wellington Patio Homeowners Association, Inc., do hereby certify that by the affirmative vote of more than fifty one percent (51%) of the members of Wellington Patio Homeowners Association, Inc., who were present in person or by proxy at the Special Membership Meeting on July 30, 2008, which meeting was held in accordance with the Bylaws of Wellington Patio Homeowners Association, Inc., the following amendment to Article III, Meeting of Members, Section 1, Annual Meetings, of the Bylaws of Wellington Patio Homeowner's Association, Inc., which are attached hereto as Exhibit "A", was duly approved:

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of Nine O'Clock A.M. or at such-other date and time as determined by the Board of Directors with due and proper notice thereof to the Members, as provided in Section 3 hereof. If the day for the annual meeting of the Members is a logal holiday, the meeting will be hold at the same hour on the first day following which is not a legal holiday. The first meeting of the Board of Directors of the Association shall be immediately succeeding the annual meeting of the Members.

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

Signed, sealed and delivered in the presence of:

WELLINGTON PATIO HOMEOWNERS ASSOCIATION, INC.

Robert Budrick

nt name: 4/,44,-

549943.01

OFFICIAL RECORDS BK: 2588 PG: 1386

Signed, sealed and delivered in

the presence of:

Print name:

Print name: 6/14/14-

ATTEST:

Diane Renfro

Its: Secretary

STATE OF FLORIDA **COUNTY OF HERNANDO** 

The foregoing instrument was acknowledged before me this 7^H day of 2008, by Robert Budrick and Diane Renfro, President and Secretary, respectively, of Wellington Patio Homeowners 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 Certificate of Amendment to the By-Laws of Wellington Patio Homeowners Association, Inc., 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 spid corporation.

GEORGE F. GRINES, JR. Intery Public - State of Florida Commission Expires May 21, 2010 Commission of DD 556146

Notary Public, State of Florida Print Name: (6'eorse F.

My Commission Expires: MAY 21, 2008

#### **BY-LAWS**

OF

### WELLINGTON PATIO HOMEOWNER'S ASSOCIATION, INC. A NOT-FOR-PROFIT FLORIDA CORPORATION

# ARTICLE I.

The name of the corporation is WELLINGTON PATIO HOMEOWNER'S ASSOCIATION, INC., a Florida corporation, not-for-profit (hereinafter referred to as the "Association"). The principal office of the corporation shall be located at 6709 Ridge Road, Port Richey, Florida 34668, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors from time to time.

# ARTICLE II. DEFINITIONS

- Section 1. "Association" shall mean and refer to WELLINGTON PATIO HOMEOWNER'S ASSOCIATION, INC., a Florida corporation, not-for-profit, its successors and assigns.
- Section 2. "Common Area" shall be as defined in the Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as "Declaration") for the WELLINGTON PATIO HOMEOWNER'S ASSOCIATION, INC., as recorded in O. R. Book 1123, Page 312, et seq., Public Records of Hernando County, Florida.
- Section'3. "Developer" shall mean REGENCY WELLINGTON, INC., a Florida corporation, its successors and assigns. REGENCY WELLINGTON, INC. shall at all times have the right to assign its interest herein to any successor or nominee.
- Section 4. "Lot" shall mean any Lot shown on the recorded subdivision plat as referred to herein with the exception of the Common Area.
- Section 5. "Maintenance of Common Area" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted, including but not limited to the maintenance of drainage and conservation easements in accordance with the Southwest Florida Water Management District rules and regulations, if applicable, and entrance amenities. Maintenance of landscaping shall further mean the exercise of general accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

- Section 6. "Member" shall mean every person or entity of each class who holds membership in the Association.
- Section 7. "Owner" shall mean the record Owner, whether one or more persons, or entities, of a fee simple title to any Residential Lot or Residential Unit, which is a part of the property described on said Plat, but shall not-include those holding title merely as security for performance of any obligation.
- 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.

# ARTICLE III. MEETING OF MEMBERS

- Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of Nine-O'Clock A.M. or at such other time as determined by the Board of Directors with due and proper notice thereof as provided in Section 3 hereof. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. The first meeting of the Board of Directors of the Association shall be immediately succeeding the annual meeting of the Members.
- Section 2. Special Meeting. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of a majority of the Members of each class. If, however, such quorum shall not be present or represented at the meeting, the Members of each class entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.
- Section 3. Notice of Meetings. Written notice of each meeting of Members shall be given, by of at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least seven (7) days before such meeting, to each Member entitled to vote thereat, addressed to the members' addresses last appearing on the books of the Association, or supplied by such Member of the Association for the purposes of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.
- Section 4. Quorum. The presence at the meeting of Members of each class entitled to cast votes, or of proxies entitled to cast votes, equal to twenty-five percent (25%) of all votes to be cast shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration of Covenants, Condition and Restrictions, (hereinafter referred to as

the "Declaration") or these By-Laws. If, however, such quorum shall not be present or represented at the meeting, the Members of each class entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

- Section 5. Proxies. At all meetings of Members of each class, each Member of each class may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his lot.
- Section 6. Vote Required. At every meeting of the Members, the owner or owners of each lot, either in person or by proxy, shall have the right to cast the number of votes to which he is entitled as set forth in the Declaration. The vote of the majority of the votes cast by those present in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the Declaration, the Articles of Incorporation, or these By-Laws, a different vote is required, in which case such express provisions shall govern and control.
- Section 7. Order of Business. The order of business at all annual or special meetings of the Members of each class shall be as follows:
  - A. Roll Call
  - B. Proof of Notice of meeting or waiver of notice
  - C. Reading of minutes of previous meeting
  - D. Reports of officers
  - E. Reports of committees
  - F. Election of officers or directors (if election to be held)
  - G. Unfinished business
  - H. New business
  - I. Adjournment

# ARTICLE IV. BOARD OF DIRECTORS: SECTION - TERM OF OFFICE

- Section 1. Number. The affairs of this Association shall be managed and governed by a Board of Directors composed of not less than three (3) members. The first Board of Directors shall have three (3) members.
- Section 2. Term of Office. Each member of the Board shall serve for a term of one (1) year until the next annual meeting, or until such time as his successor is chosen. The eligibility of a member to be elected for more than one (1) term shall not be abridged.

- Section 3. Removal. Any director may be removed from the Board with or without cause, by a majority of each class of the Members of the Association entitled to vote. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board of Directors and he shall serve for the unexpired term of his predecessor.
- Section 4. Compensation. No director shall receive compensation for any service hemay render to the Association. However, any director may be reimbursed for his actual expenses incurred in performance of his duties.
- Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.
- Section 6. The First Board of Directors. The first Board of Directors shall consist of three (3) persons who shall be appointed by the Developer and who, subject to the provisions set forth hereinabove with regard to resignation and death, shall be the sole voting members of the Board of Directors of the Corporation and shall hold office until:
  - A. December 31, 2018; or
- B. The date on which an aggregate of ninety percent (90%) of the lots, including any property annexed thereto as provided in the Declaration, are sold, whichever occurs first.

At the time that either A or B occurs, the lot owners shall be entitled to elect the members of the Board of Directors of the Association.

Provided, however, that upon sale of not less than fifty-one percent (51%) of the lots applicable hereto are sold, the lot owners shall be entitled to elect one (1) member of the Board of Directors of the Association. Provided, further, that in any event until such time as the Developer has sold all of the applicable lots the Developer shall have the right, but not the obligation, to appoint one (1) member of the Board of Directors of the Association.

The first Board of Directors, as appointed by the Developer are: David Norton, President, George K. Sleeman, Vice President, and Susan Silva, Secretary/Treasurer.

# ARTICLE V. ELECTION OF DIRECTORS

Elections to the Board of Directors-shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each such vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving a majority of the votes cast for that office shall be elected. Cumulative voting is not permitted.

# ARTICLE VI. MEETING OF DIRECTORS

- Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.
- Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.
- Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

# ARTICLE VII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

- Section 1. Powers. The Board of Directors shall have the power to:
- A. Adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- B. Suspend the voting rights and right to use of the Common Area by a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such right to use of the Common Area may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- , C. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws, the Articles of incorporation, or the Declaration;
- D. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- E. Employ a manager, management company, an independent contractor and/or such other employees as the Board deems necessary and to prescribe the duties to be undertaken and the compensation therefor, and authorize the purchase of necessary supplies and equipment and to enter into contracts with regard to the foregoing items or services;

- F. Accept such other functions or duties with respect to the property hereunder, including Architectural Control, in addition to maintenance responsibilities, as are determined from time to time to be proper by the majority of the Board of Directors; and,
- G. Delegate to and contract with a financial institution for collection of the assessments of the Association.
  - H. Exercise such other powers enumerated in the Declaration.
  - Section 2. Duties. It shall be the duty of the Board of Directors:
- A. To cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members of each class, or at any special meeting when such statement is requirement in writing by fifty-one percent (51%) of each class;
- B. To supervise all officers, agents and employees of the Association and to see that their duties are property performed;
- C. To fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period and to send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and in relation thereto, to establish the Annual Budget as provided in the Declaration described hereinabove; provided that the Board of Directors may provide for said assessments to be paid in monthly, quarterly or semi-annual installments.
- D. To foreclose the lien against any property for which assessments are not paid or to bring an action at law against the Owner personally obligated to pay the same, at the election of the Board of Directors;
- / E. To issue or cause to be issued by an appropriate officer, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- F. To procure and maintain adequate liability insurance on property owned by the Association, and such other insurance which in the opinion of a majority of the Directors may be necessary or desirable for the Association, the policies and limits to be reviewed at least annually and increased and decreased at the discretion of the majority of the members of the Board of Directors:
- G. To cause the Common Area and those portions of Lots and dwellings to be maintained in accordance with the Declaration; and,

H. To fix and determine the amount of special assessments for capital improvements as set forth in the Declaration, to send written notice of each special assessment to every Owner subject thereto at least thirty (30) days in advance of the due date thereof, and to collect or cause to be collected such sum or sums as are deemed to be due by virtue of said special assessment.

# ARTICLE VIII OFFICERS AND THEIR DUTIES

- Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice president, who 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.
- Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors which shall immediately follow the adjournment of each annual meeting of members.
- Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.
- Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine in its discretion.
- Section 5. Standing Committees. The Board shall appoint such standing committees as are required under the Declaration, the Articles, or these By-laws, as well as such other committees as are necessary or desirable from time to time, which committees shall exist for such periods of time, have such authority, and perform such duties as the Board may, from time to time, determine in its discretion.
- Section 6. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- Section 7. Vacancies. A vacancy in any office may be filled by appointment by a majority vote of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.
- Section 8. Multiple Offices. The offices of president and secretary may not be held by the same person.

#### OFFICIAL RECORDS BK: 2588 PG: 1394

#### Section 9. Duties. The duties of the officers are as follows:

- A. President: The president shall preside at all meetings of the Board of Directors; see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.
- B. Vice President: The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.
- C. Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as may be required by the Board of Directors.
- D. Treasurer: The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association along with the president; keep proper books of account; cause a financial report of the Association books to be made by a public accountant, CPA or Management Company at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

# ARTICLE IX COMMITTEES

The Board of Directors may, at its discretion, create such committees as it sees fit from time to time.

# ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, or such other address as the Board of Directors may from time to time designate, and copies may be purchased at a reasonable cost at such address.

#### OFFICIAL RECORDS BK: 2588 PG: 1395

#### ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, except as therein provided, each member of each class is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made and are a personal obligation of the Member of each class.

# ARTICLE XII CORPORATE SEAL

The Association shall have a seal in circular form, having within its circumference the words: WELLINGTON PATIO HOMEOWNER'S ASSOCIATION, INC., a Florida corporation, not-for-profit, 1997.

# ARTICLE XIII AMENDMENTS

- Section 1.— Requirements to Amend. These By-Laws may be amended at a realgar or special meeting of the members by a vote of fifty-one percent (51%) of each class of the Members present in person or by proxy except as otherwise provided in the Declaration.
- Section 2. Control of Conflict. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control, and in the case of any conflict between the Declaration, the Articles of Incorporation, and/or these By-Laws, the Declaration shall control.

# ARTICLE XIV MISCELLANEOUS

- Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of each year, except that the first fiscal year shall begin on the date of incorporation of the Association.
- Section 2. Indemnification. The Association shall indemnify any officer or director or any former officer or director to the full extent permitted by law.
- Section 3. Insurance. The Board of Directors may, but is not required to, elect to carry a policy of officers and directors liability insurance, insuring the officers and directors against any claims made against them whatsoever, except claims of wilful negligence and misfeasance of office.

	ve, the directors of WELLINGTON PATIO  C. have hereunto set our hands this 2 6 day of pehalf of the Association.
WITNESSES: Marion H. Vinyand	DAVID C. NORTON
	GEORGE K. SLEEMAN  JULIA JA LIJA  SUSAN SILVA
CIRI	- RTIFICATION
I, the undersigned, do hereby certify that I am duly elected and acting Secretary of Wellington Villa Homeowners Association, Inc., a Florida corporation, and that the foregoing By-Laws constitute the original By-Laws of the said Association, as duly adopted at the meeting of the Board of Directors thereof, held on this 26 day of, 1997.	
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the said Association this _26_ day of, 1997.	
j	
	SUSAN SILVA