

Prepared by and returned to:

Becker & Poliakoff, P.A.
Steven H. Mezer, Esquire
1511 N. Westshore Blvd., Suite 1000
Tampa, FL 33607

**CERTIFICATE OF AMENDMENT
CREATING AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF**

PINEHURST VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

THIS CERTIFICATE OF AMENDMENT CREATING ARTICLES OF INCORPORATION OF PINEHURST VILLAGE PROPERTY OWNERS ASSOCIATION, INC. is made this 19th day of December, 2019 by PINEHURST VILLAGE PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation ("Association").

RECITALS

WHEREAS, the Articles of Incorporation of Pinehurst Village Property Owners Association, Inc. ("Articles") are referenced as exhibits to the Declaration of Covenants, Conditions and Restrictions for Pinehurst Village Property Owners Association, Inc. recorded at O.R. Book 1155, Page 1477 *et seq.*, of the Public Records of Citrus County, Florida.; and

WHEREAS, Section 617.1002 of the Florida Statutes provides that the Articles may be amended by a majority of the votes which members present at an annual or special meeting or represented by proxy are entitled to cast; and

WHEREAS, Claire Newcombe, President and Marge Harper, as Secretary of Pinehurst Village Property Owners Association, Inc., do hereby certify that, at the November 21, 2019 Annual Meeting of the Members' meeting, a majority of the votes of the members approved amending the Articles to create the Amended and Restated Articles of Incorporation of Pinehurst Village Property Owners Association, Inc. as attached hereto as Exhibit A; and

WHEREAS, Association wishes to place this Certificate of Amendment in the Public Records of Citrus County, Florida;

NOW THEREFORE, Association declares that every portion of the real property subject to the Articles shall be subject to the provisions of this Amendment.

(CERTIFICATE OF AMENDMENT CREATING AMENDED AND RESTATE ARTICLES OF INCORPORATION OF
PINEHURST VILLAGE PROPERTY OWNERS ASSOCIATION, INC.)

IN WITNESS WHEREOF, the undersigned has executed this Amendment on behalf of the
Association this 19th day of December, 2019.

WITNESSES (TWO):

PINEHURST VILLAGE PROPERTY
OWNERS ASSOCIATION, INC.

[Signature]
Signature
Lori Combs
Printed Name

BY: [Signature]
Claire Newcombe, President
Date: 12/19/2019

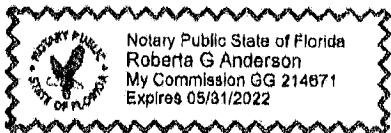
[Signature]
Signature
JANET LOCKE
Printed Name

ATTEST: [Signature]
Marge Harper, Secretary
Date: 12/19/2019

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF CITRUS)

The foregoing instrument was acknowledged before me this 19th day of December
2019, by Claire Newcombe as President of Pinehurst Village Property Owners Association, Inc.,
a Florida Corporation, on behalf of the corporation. He is personally known to me or has
produced (type of identification) _____ as
identification.



[Signature]
Notary Public
ROBERTA G. ANDERSON
Printed Name

My commission expires: MAY 31, 2022

Exhibit A
AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
PINEHURST VILLAGE PROPERTY OWNERS ASSOCIATION, INC.
A Florida Corporation Not for Profit

The incorporator of the non-profit corporation under Chapter 617 of the Florida Statutes, adopted the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation (hereinafter called the association) is PINEHURST VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE II

The corporation shall have perpetual existence.

ARTICLE III

This Association is organized for the purpose of the operation and management of the Lots and Common Areas within a certain tract of real property as described on the plat thereof recorded in Plat Book 13, Pages 148-150, of the Public Records of Citrus County, Florida, as defined in and pursuant to the Declaration of Covenants, Conditions and Restrictions for Pinehurst Village, recorded in the public records of Citrus County, Florida, specifically including maintenance, preservation and architectural control of said property.

In furtherance of such purposes, the Association shall have the power to:

- (a) Perform all of the duties and obligations of the association as set forth in that certain Declaration of Covenants, Conditions, and Restrictions (the Declaration) for Pinehurst Village, as amended from time to time.
- (b) Affix, levy, collect and enforce payment by any lawful means of all charges and assessments needed by it in order to carry out its duties under the terms of the Declaration.
- (c) Acquire (by gift, purchase or otherwise), own, hold, and improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the Association;
- (d) Borrow money, and subject to the consent by vote or written statement of two-thirds (2/3) of each class of members, mortgage, pledge, convey by deed of 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 areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument has been signed by seventy-five percent (75%) of the Members, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes, or annex additional commercial property or common areas, provided that any merger, consolidation, or annexation shall have, the assent by vote or written instrument of seventy-five percent (75%) of the Members;

(g) Have and exercise any and all powers, rights and privileges that a non-profit corporation organized under Chapter 617 of the Florida Statutes by law may or hereafter have or exercise.

The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the association will be financed by assessments against the 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 qualifications of Members and the manner of their admission shall be as regulated by the Bylaws.

ARTICLE V

The street address of the initial registered office of this corporation is c/o Steven H. Mezer, Becker & Poliakoff, P.A. 1511 N. Westshore Blvd., Suite 1000, Tampa FL 33607.

ARTICLE VI

The number of persons constituting the Board of Directors shall be three (3).

ARTICLE VII

The name and address of the Incorporator of these articles was:

ROBERT HODGENS
6140 West Corporate Oaks Drive
Crystal River, Florida 32629

Prepared by and return to:

Becker & Poliakoff, P.A.
Steven H. Mezer, Esq.
1511 N. Westshore Blvd., Suite 1000
Tampa, FL 33607

**CERTIFICATE OF AMENDMENT
CREATING AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PINEHURST VILLAGE PROPERTY
OWNERS ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT CREATING AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PINEHURST VILLAGE PROPERTY OWNERS ASSOCIATION, INC. ("Certificate of Amendment") is made this 19TH day of December, 2019 by PINEHURST VILLAGE PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation ("Association").

RECITALS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Pinehurst Village Property Owners Association, Inc. was recorded October 19, 1988 in Official Records Book 794, Page 2055, of the Public Records of Citrus County, Florida; and

WHEREAS, Article XI, Section 3 of the Declaration provides that the Declaration may be amended by not less than two-thirds (2/3) of the affirmative vote of the votes cast by the Owners at a meeting at which a quorum is present in person or by proxy; and

WHEREAS, Claire Newcombe, President and Marge Harper, as Secretary of Pinehurst Village Property Owners Association, Inc., do hereby certify that, at the November 21, 2019 Annual Meeting of the Members' meeting, not less than two-thirds (2/3) of the affirmative vote of the votes cast by the Owners approved amending the Declaration to create the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Pinehurst Village Property Owners Association, Inc., as attached hereto as Exhibit A; and

WHEREAS, Association wishes to place this Certificate of Amendment in the Public Records of Citrus County, Florida;

NOW THEREFORE, Association declares that every portion of the real property subject to the Declaration shall be subject to the provisions of this Certificate of Amendment. It is the intent of this Certificate of Amendment to also serve as a preservation of the covenants, conditions and restrictions, as amended and/or supplemented from time to time, pursuant to Section 712.05(2)(b), Florida Statutes.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment on behalf of the Association this 19TH day of December, 2019.

[CERTIFICATE OF AMENDMENT CREATING AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PINEHURST VILLAGE PROPERTY OWNERS ASSOCIATION, INC.]

Signed, sealed and delivered in
the presence of WITNESSES (two per person):

PINEHURST VILLAGE PROPERTY
OWNERS ASSOCIATION, INC.
a Florida not for profit corporation

Jon Gendall
Print Name: Jon Gendall

By: Claire Newcombe
Claire Newcombe, as President

Janet Locke
Print Name: JANET LOCKE

Jon Gendall
Print Name: Jon Gendall

Attest:

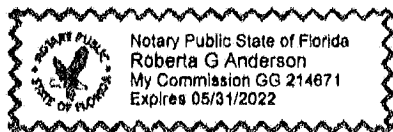
Janet Locke
Print Name: JANET LOCKE

By: Marge Harper
Marge Harper, as Secretary

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instruments was acknowledged before me this 19th day of December, 2019, by Claire Newcombe and Marge Harper, as President and Secretary, respectively, of Pinehurst Village Property Owners Association, Inc. who are personally known to me or have produced _____ as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment Creating Amended and Restated Declaration of Covenants, Conditions and Restrictions for Pinehurst Village Property Owners Association, Inc., and severally acknowledge the execution thereof to be their free act and indeed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 19th day of December, 2019.



Roberta G Anderson
Notary Public, State of Florida
My Commission Expires:

Exhibit A

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
PINEHURST VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

THIS AMENDS AND RESTATES THE ORIGINAL DECLARATION of Covenants, Conditions and Restrictions for PINEHURST VILLAGE PROPERTY OWNERS ASSOCIATION, INC., recorded on October 19, 1988, at O.R. Book 794, Page 2055, et seq. of the Public Records of Citrus County, Florida and which has been amended by that Declaration of Covenants, Conditions and Restrictions for Pinehurst Village Property Owners Association, Inc. recorded on October 28, 1996, at O.R. Book 1155, Page 1477, et seq.; as further amended by that Amendment to Pinehurst Village Covenants and Restrictions recorded on April 28, 2000 at O.R. Book 1361, Page 68, et seq; as further amended by that Declaration of Covenants, Conditions, and Restrictions for Pinehurst Village Property Owners Association, Inc. recorded on November 28, 2005, at O.R. Book 1942, Page 498, et seq; as further amended by that Addendum to Declaration of Covenants, Conditions, and Restrictions for Pinehurst Village Property Owners Association, Inc. on November 29, 2005, at O.R. Book 1948, Page 32, et. Seq.; as further amended by that Certificate of Amendment to Pinehurst Village POA Declaration of Restrictions Articles of Incorporation By-Laws filed on November 2, 2011, at O.R. Book 2446, Page 1185, et seq; as further amended by that Certificate of Amendment Pinehurst Village, POA Declaration of Conditions, Covenants, and Restrictions Article VIII, Section 14 filed on July 2, 2014 at O.R. Book 2631, Page 643, et seq. and further amended by that Certificate of Amendment Pinehurst Village, POA Declaration of Conditions, Covenants, and Restrictions Article VIII, Sections 5, 27 & 30 recorded on October 26, 2016 at O.R. Book 2790, Page 55 et seq. all of the Public Records of Citrus County, Florida from time to time.

WITNESSETH:

WHEREAS, Association is the entity charged with the operation and management of Pinehurst Village;

WHEREAS Association is the sole record owner in fee simple of all common lands within Pinehurst Village, as more particularly described in Exhibit "A" attached hereto and made a part hereof;

WHEREAS, DECLARANT has declared that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Pinehurst Village Property Owners Association, Inc., a Florida Corporation, not for profit, its successors and assigns.

Section 2. "Common Area" shall refer to all real and/or personal property which the Association owns for the common use and enjoyment of the members of the Association, and all real or personal property within or in the vicinity of Pinehurst Village, in which the Association has an interest for the common use and enjoyment of members of the Association, including, without limitation, a right of use. The Common Area consists of landscaped areas, entry features, directional graphic system, drainage, roadways and road rights of way and project lighting, as described on the attached Schedule B. The Association is only responsible for the maintenance of the property owned by the Association. All Common Area is to be dedicated to and intended for the common use and enjoyment of the members of the Association, their families, guests, or tenants occupying dwelling units.

Section 3. "Lot" shall mean and refer to any parcel of the property in Pinehurst Village, together with any and all improvements thereon, whether or not platted in the Public Records of Citrus County, Florida, on which a single family residence, or structure according to the terms of this Declaration, could be constructed whether or not one has been constructed.

Section 4. "Dwelling Unit" shall mean and refer to a Lot with a building or portion thereof situated thereon designed and intended for use and occupancy as a residence by a single family susceptible to ownership in fee simple, as a non-condominium, having a private indoor living area and having party walls and being attached to similar family residences.

Section 5. "Owner" and "Member" shall mean and refer to the record owner, or the one or more persons or entities, of a fee simple title to any Lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 6. "Board" shall mean and refer to the Board of Directors of the Pinehurst Village Property Owners Association, Inc.

Section 7. "Property(ies)" shall refer to the property described in Schedule "A" known as Pinehurst Village.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Dedication. The Association shall have the right to dedicate or transfer all or any part of the Common Area or to grant easements for licenses over, across and upon the

Common Area, to any public agency, authority, utility or other party, public or private, for such purpose and subject to such conditions as may be agreed to by the Association.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment of the Common Area to the immediate members of his family, his tenants, or contract purchasers who reside on the property subject to the Declaration of Covenants, Conditions and Restrictions imposed hereby.

Section 4. Easements. Each of the following easements is a covenant running with the land of the development and, notwithstanding any other provision of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose.

a. Utilities. There shall exist reciprocal, appurtenant easements as between each Dwelling Unit for the installation and maintenance of utilities, cable television and drainage facilities which specifically shall include certain drainage and filtration ponds located below some Dwelling Units for the purpose of storm water drainage. Additionally, utility easements shall exist appurtenant to each Dwelling Unit as may be required for the provision of all utility and cable services to properly serve the Property; provided, however, easements through a Dwelling Unit shall be only according to the plans and specifications for the building or as the building is actually constructed, unless approved, in writing, by the Owner. The easements, except for easements that may be necessary through each building, will exist as they appear on the plat of Pinehurst Village which either has been recorded or will be recorded in the public records of Citrus County, Florida.

b. Pedestrian and Vehicular Traffic. Easements appurtenant to each Dwelling Unit and between adjacent Dwelling Units shall exist for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist, either upon the Common Area or upon the lands owned by each Owner.

c. Support. Every portion of a Dwelling Unit contributing to the support of the building in which the Dwelling Unit is located shall be burdened with an easement of support for the benefit of all other Dwelling Units in the building.

(1) Perpetual Non-Exclusive Easement in Common Areas. The Common Area shall be and the same are hereby declared to be subject to perpetual non-exclusive easements in favor of all the Owners for their use and the use of their guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said Owners.

(2) Right of Entry. Each Dwelling Unit shall be burdened with an easement in favor of the Association, through its duly authorized employees and contractors, to enter any Lot at any reasonable hour or any date to perform such maintenance as may be required to be performed by the Association pursuant to the Association's responsibilities under this Declaration.

(3) Right of Entry in Emergencies. In case of an emergency originating in or threatening any Dwelling Unit, regardless of whether or not the Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it,

shall have the right to enter such Dwelling Unit for the purpose of remedying or abating the cause of such emergency.

(4) Easement of Unintentional and Non-negligent Encroachment. In the event that any Dwelling Unit shall encroach upon any of the Common Areas for any reason not caused by the purposeful or negligent act of the Owner or Owners or agents of such Owner or Owners, then an easement appurtenant to such Dwelling Unit shall exist for the continuance of such encroachment into the Common Area for so long as such encroachment shall naturally exist; and in the event that any portion of the Common Area shall encroach upon any Dwelling Unit then an easement shall exist for the continuance of such encroachment of the Common Area in such Dwelling Unit for so long as such encroachment shall naturally exist.

(5) No Partition. There shall be no judicial partition of the Common Area, nor shall Declarant, or any Owner or any other person acquiring any interest in the development or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Dwelling Unit owned in co-tenancy.

ARTICLE III ASSOCIATION

The Association shall administer the operation and management of Pinehurst Village and undertake to perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration, its Bylaws and rules and regulations promulgated by the Association from time to time.

Section 1. Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "C".

Section 2. Bylaws. The Bylaws of the Association shall be the Bylaws, a copy of which is attached hereto as Exhibit "B".

Section 3. Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Common Area and other areas in the development, the Association shall not be liable to Owners for entry or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other Owners or persons.

Section 4. Restraint upon Assignment of Shares in Assets. The shares of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a Dwelling Unit.

Section 5. Approval or Disapproval of Matters. Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the Bylaws of the Association.

Section 6. Applicability of Governing Documents. By acceptance of a deed to a Lot, each Owner agrees to be bound by the terms and conditions of the Articles of Incorporation of the Association, Bylaws of the Association and the requirements of this Declaration.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every person or entity who is a record fee simple owner of a Lot shall be a member of the Association, providing that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to any assessment.

Section 2. Members shall be entitled to one (1) vote for each Lot. When more than one person or entity holds an interest in any Lot, all such persons or entities shall be members. The vote for such Lot shall be exercised as such members may determine among themselves, but in no event shall more than one (1) vote be cast with respect to such Lot.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Declarant, for each Lot within the Properties, has covenanted, and each Owner by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fee, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to his successors in title and each shall be jointly and severally liable therefore. A first mortgage obtaining title to a Lot by deed in lieu of foreclosure or a Certificate of Title following foreclosure of its mortgage shall only be liable as provided by Section 720.3085 of the Florida Statutes, as amended from time to time.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the objectives of this Declaration and for the improvement and maintenance of the Common Area.

Section 3. Annual Assessments. Except as hereinafter provided, the annual assessment, excluding any special assessment for capital improvement or major repairs, shall be governed by the Board. The Board shall fix the assessments, which shall be amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the Board shall be dispositive. By the vote of three-fifths (3/5) of the Board, the maximum amounts of the assessment may be varied from the amounts hereinabove set forth.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement

upon the Common Area, including necessary fixtures and personal property related thereto, as approved by a majority of the Board.

Section 5.

a. Uniform Rates of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

b. Single Lot Assessment. In addition to the annual and special assessments authorized above, the Association may levy single unit assessments applicable only to a specific Lot which has failed to meet its maintenance obligations set forth in Article VIII and/or failed to meet its duty to repair obligations set forth in Article VIII. The single Lot assessments shall have the assent of three-fifths (3/5) of the Board.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of the month), fixed by the Board to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and such assessment shall be payable in advance, in monthly, quarterly, semiannual or annual installments, as determined by the Board.

Section 7. Duties of the Board of Directors. The Board shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period, and shall at that time prepare a roster of the Lots and assessments applicable thereto, which shall be kept in the files of the Association and shall be open to inspection by every Owner. Written notice of the assessment shall be sent to every Owner subject thereto, not later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon demand at any time, provide to any Owner liable for said assessment, a certificate in writing, signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments; 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 rate of eighteen (18%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of its Lot or Dwelling Unit.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to Mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Owner from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Continual Maintenance. In the event of a permanent dissolution of the Association, the members shall immediately thereupon hold title to the Common Area as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof. In no event shall the County be obligated to accept any dedication offered to it by the Association or the members pursuant to this section, but the County may accept such dedication and, in the event the County does so, the acceptance must be made by format resolution of the then empowered Board of County Commissioners.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Design Advisory Board. The Board shall appoint a committee to be known as the Pinehurst Village Design Advisory Board (DAB). Such committee shall consist of three (3) or more members who shall serve at the pleasure of the Board.

Section 2. Alterations, Additions and Improvements. No Owner shall make any structural alteration or shall undertake any exterior repainting or repair of, or addition to, its building which could substantially alter the exterior or appearance thereof, without the prior written approval of the plans and specifications thereof by the DAB. The DAB shall grant its approval only in the event the proposed work is in compliance with this Declaration and in compliance with guidelines promulgated by the DAB and approved by the Board.

Section 3. Miscellaneous Additions and Alterations. No building, fence, wall or other structure shall be erected or maintained on any Lot, nor shall any exterior addition be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and locations of the same have been submitted to and approved in writing by the DAB as to the harmony of external design and location in relation to surrounding structures and topography and guidelines promulgated by the DAB and approved by the Board.

Section 4. Approval of DAB; How Evidenced. All requests for changes in the exterior of a Lot must be requested on a DAB form by the Owner. If landscaping changes are requested, the name, address and phone number of the contractor must be included, if a contractor is to do the work. If the Owner is doing the work, that must be indicated on the DAB form. In all cases, a scaled drawing of the proposed changes must be made on the DAB form, including, types of bushes or trees to be changed/added or deleted and approximate location of same. Before any structural changes are contemplated, the Owner must adhere to Article VI, Section 2 of this Declaration and must include the name, address and phone number of the contractor, as well as the contractor's scaled blueprints of the requested change. A sample of all materials (or picture of) to be used must be included for approval. All contractors must provide proof of all required licenses and general liability and worker's compensation insurance which must be attached to any request. Whenever approval of the DAB is required, such approval shall be in writing. Approval must be signed by three (3) members of the DAB. Once approval is given by the DAB the request must go to the next meeting of the Board for final approval and signature of a Board member. This process shall not take over 45 days from the date of submission of request to DAB and submission of all required materials.

Section 5. Approval of DAB. The DAB shall have the right to approve or reject any application which is not compatible with the overall look of the community and this Declaration and the guidelines promulgated by the DAB and approved by the Board. Size of structural changes and materials to be used must be evaluated by the DAB to determine suitability. In addition, the DAB will consider the effect of any structural alterations to the neighboring properties. The DAB will report their recommendation to the Board of Directors.

ARTICLE VII EASEMENT RESERVED TO DECLARANT

Section 1. Easement Over Common Area. For so long as Declarant is the owner of the Common Area, Declarant reserved unto itself the right to grant an easement in perpetuity over, upon, under and across all Common Area shown on the recorded subdivision plat of the Property, together with the right to grant easements to others and such easement shall include, but shall not be limited to, the right to use the Common Area to erect, maintain and use electric poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public convenience or utilities, drainage and the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe public convenience or utility installation or to provide for drainage and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

Section 2. Establishment of Easement. All easements, as provided for in this Article, shall be established by one or more of the following methods; to-wit:

- a. By a specific designation of an easement on the recorded plat of the Property;
- b. By a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot;
- c. By separate instrument referencing this Article VII, said instrument to be recorded by the Declarant.

Section 3. Easements and Encroachments. There shall exist reciprocal appurtenant easements between adjacent Lots and between each Lot and any portion or portions of the Common Area adjacent thereto for any encroachment due to the unwillful placement, settling, or shifting of the improvements constructed, reconstructed or altered thereon, provided such construction, reconstruction or alteration is in accordance with the terms of this Declaration. Such easements shall exist to a distance of not more than one foot (1') as measured from any point on the common boundary between adjacent Lots and between each Lot and any adjacent portion of the Common Area, along the line perpendicular to such boundary at such point. No easement for encroachments shall exist to any encroachment occurring due to the willful conduct of any Owner.

ARTICLE VIII GENERAL RESTRICTIONS

Section 1. General Restrictive Covenants. The general restrictive covenants contained in this Article shall apply uniformly to all Lots.

Section 2. Residential Use Only. No Lot shall be used for any purpose except residential. The term "residential" is intended to prohibit any commercial use, including professional office use of any portion of any Lot or Dwelling Unit, except as incidental to residential use. No building of any kind shall be erected, altered, placed or permitted to remain on any part of the land other than the Dwelling Unit. No portion of a platted Lot or Dwelling Unit may be subdivided.

Section 3. No Temporary Structures. No structure of a temporary nature or character, including, but not limited to, a trailer, house trailer, recreational vehicle, motor home, mobile home, camper, tent, shack, shed, boat, barn or other similar structure or vehicle, or other living quarters whether temporary or permanent, shall be used or permitted to remain on any Lot.

Section 4. Parking Restrictions. Street Parking: No vehicle shall be parked overnight on any street within Pinehurst including right of way thereof. Pinehurst streets are narrow and emergency vehicles must have necessary unobstructed access.

Section 5. Parking Restrictions Driveway Parking: No boat, boat and trailer, trailer, house trailer, mobile home, camper, motor home or other similar vehicle shall be parked in the driveway on any Lot overnight or for a continuous period of time in excess of ten (10) hours. All boats, trailers, mobile homes, campers, must be garaged and fully shielded from view. All personally owned motor vehicles, regardless of type, are permitted to park in their Lot driveway as long as they are not commercial vehicles. A commercial vehicle is one showing signage, logo, or coloring indicating the trade or occupation of the owner or operator of the vehicle, but shall not include governmental vehicles.

Section 6. Storage Restrictions. No vehicle shall be permitted to be stored on any Lot unless it is enclosed within the garage and fully shielded from view. No vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity of the owner or operator of the vehicle, shall be parked for a period of time in excess of ten (10) consecutive hours or stored or otherwise permitted to remain in the Common Area.

Section 7. Livestock and Animal Restrictions. No livestock, poultry, reptile or animal of any kind or size shall be raised, bred or kept on any Lot with the exception that dogs, cats or other common domesticated household pets, not to exceed two (2) in number per Lot, may be raised and kept, provided such pet is not kept, bred or maintained for any commercial purpose. Such permitted pets should be kept in the Owner's Dwelling Unit or on the Owner's Lot, on a leash and when outside a Dwelling Unit and within Pinehurst supervised at all times, and shall not be allowed off the premises of Owner's Lot or Dwelling Unit except on a leash when on the Property. Dog runs of any nature are prohibited. It is the responsibility of the Owner to provide for the collection and disposal of solid animal waste. No permitted pet shall be allowed to make noise of a manner or of such volume as to annoy or disturb others or create a nuisance.

Section 8. Restriction on Activity. No obnoxious or offensive activity shall be conducted or permitted to exist upon any Lot or Dwelling Unit, including garage sales and

auctions, nor shall anything be done or permitted to exist on any Lot that may be or may become an annoyance or private or public nuisance. No Lot or Dwelling Unit, driveway, or Common Area shall be used for the purpose of vehicle repair or maintenance, other than exterior vehicle cleaning.

Section 9. Restrictions on Walls or Fences. No wall or fence shall be erected, placed, altered, maintained or permitted to remain on any Lot or Dwelling unless and until the height, type and location thereof has been approved by the DAB in accordance with Article VI hereof. No wall or fence of any kind, height, or use shall be constructed or placed along or adjacent to the front Lot line.

Section 10. Sewage Restrictions. No septic tank, drain field, mobile home storage tank, or other similar container, nor any water well shall be permitted to exist on any Lot.

Section 11. Aerial Restrictions. The installation of a satellite dish is permitted if the satellite dish does NOT exceed one meter in diameter or an antenna provided the satellite dish or antenna is designed and used for reception of over the air broadcast television signals. Owner must have a satellite dish installed and grounded according to manufacturer's specifications. Owner must continue to pay for cable television from Spectrum (or subsequent cable company) via Meadowcrest.

Section 12. Fire Control and Removal of Trash. In order to implement effective fire control, the Association shall have the right, but not the duty, to enter upon any Lot, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth which, in the opinion of the Association, detracts from the overall beauty, setting and safety of the Property. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Association and its agents may likewise enter upon any Lot or Dwelling Unit to remove any trash which has collected on such Lot or Dwelling Unit, without such entrance and removal being deemed a trespass. These provisions shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot or to provide garbage or trash removal services. The costs incurred by the Association in exercising its rights under this Section shall constitute an obligation against the owner of the Lot or a lien against the Lot as would any assessment or special assessment.

Section 13. Signs. No sign shall be erected or maintained on any Lot or Dwelling Unit except as may be required by legal proceedings, or by ordinance or statute it being understood that those signs are permitted. Such prohibition shall not apply to professionally made and installed commercial real estate signs advertising that a particular Lot is for sale, or rent, or a professionally made political sign regarding a person or issue which is on the ballot for an election being held no more than sixty (60) days following the posting and shall be removed within ten (10) days after the election or ten (10) days after the Lot is sold, provided that such signs are not illuminated and do not exceed 6" x 8" in size and shall not be placed within fifteen feet (15') of the front Lot line.

Section 14. Exterior and Lawn Maintenance. The Association shall have the right, but not the duty or obligation, to arrange for exterior maintenance for all Dwelling Units, including repairs to exterior walls, painting and roof replacement after normal wear and tear, through a reserve fund specifically set up for this purpose. Additionally the Association shall have the right, but not the duty or obligation, to arrange for the provision of landscaping and lawn maintenance

on all Lots, including the Common Areas, through an annual assessment specifically collected for this purpose. The Association shall also have the right, but not the duty or obligation, to make reasonable repairs and perform reasonable maintenance in its sole discretion, after notice to an Owner of a Lot to perform said maintenance when said Owner fails or refuses to do so after notice. Any and all costs incurred by the Association in performing repairs and maintenance shall be paid out by the Owner and, if the Owner fails to pay, then the Association shall have the right to impose a special assessment against said Owner to pay the cost of the repair or replacement. Such assessment shall in every respect constitute a lien on the Lot as would any other assessment or special assessment by the Association. The Association shall have the right to enter upon any Lot or upon the exterior of any structure located on any Lot for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Association or its agents shall not be deemed a trespass.

Section 15. Allowable Trim and Window Coverings. No Owner or tenant shall install shutters, (other than DAB approved roll up hurricane shutters), awnings or other decorative exterior trim without prior written approval of the DAB. No reflective foil shall be permitted on any window. Window glass should be tinted bronze (up to 30X tint). DAB approved roll up hurricane shutters are permitted.

Section 16. Interior Maintenance. Each Owner shall have the responsibility to maintain the interior of his or her respective Dwelling Unit. In the event that the interior of said residence is damaged, except for hurricane or other natural disaster, so as to create a safety hazard to adjoining Dwelling Units or to create a nuisance, and such damage is not repaired within thirty (30) days from the occurrence of the damage, then the Association shall have the right, but not the obligation, to make reasonable repairs to the interior of such Dwelling Unit. The cost of such repairs shall be the responsibility of the Owner and may be collected as a special assessment. Such assessment shall in every respect constitute a lien on the Lot as would any other assessment or special assessment by the Association.

Section 17. Tree Removal Restrictions. Trees situated on any Lot shall not be removed without prior written approval of the DAB. Requests for approval of tree removal shall be submitted to the DAB, along with a plan showing generally the location of such tree(s). When a tree creates a potential hazard or safety problem to an adjoining property, the Board has the right, but not the obligation, to require the owner of the tree to remove a tree(s) for safety measures and will notify the owner by mail. In the event that the owner of the tree fails to take the corrective action within 30 days, the Association has the right to have the tree removed and the owner of the tree will be responsible for any charges incurred.

Section 18. Replacement of Trees. Anyone violating any provision of the above Section shall be required to replace such trees with trees after written demand by the DAB. If the Owner fails or refuses to replace the trees as required, the DAB shall cause suitable replacement trees to be planted and the cost thereof shall be a lien against the Lot of the Owner. The Owner grants to the DAB, its agents and employees, an easement of ingress and egress over and across said Lot to enable it to comply with the above Section 17 and this Section 18,

Section 19. Lawns and Landscaping. All lawns on all sides of any Lot or Dwelling Unit shall extend to the pavement line. No parking strip, drive or paved area shall be allowed, except as

approved on the plot plan of the plans and specifications. Upon the completion of any structure on any Lot, the lawn area on all sides of the said structure, up to and including the Lot line shall be Florida Friendly landscaping.

Before any new landscaping is installed, comprehensive landscaping plans shall be submitted to the DAB for its approval showing there are a sufficient number of trees and shrubs of a size and a design which shall be commensurate with the development of the residential property. However, no landscaping shall be installed or maintained in such manner or in such a location as to impair the visibility of traffic. Refusal of approval of said landscaping plan may be made by the DAB based on guidelines provided by the DAB and approved by the Board.

No Owner may plant or place any shrubbery, hedge, tree or other planting on any part of said land lying outside the Owner's Lot, nor within such Owner's Lot in a location or manner which does or may obstruct grounds maintenance performed and to be performed by the Association. Prior to any planting, the Owner must receive written approval by the DAB.

Flowers may be planted in the mulched areas around a Dwelling Unit and in the esplanade between Units. Both adjacent Owners must agree on any change in the esplanade between Owners' Dwelling Units and it must be approved by the DAB. Plants in containers shall not be permitted with prior DAB written approval.

Section 21. Rules and Regulations. Reasonable rules and regulations concerning the use of the Common Area may be made and amended from time to time by the Association in the manner provided by the Bylaws. Copies of such rules and regulations and amendments thereto shall be mailed by the Association to all Owners.

Section 22. Party Walls. All common or party walls shall be maintained by the Owners of those Dwelling Units adjoining a party wall subject to the right, but not the obligation, of the Association to maintain the same as hereinafter set forth. If an Owner, or his agent, guest, invitee or others whose presence is authorized by an Owner, including an Owner's tenant, damages a party or common wall, or causes damage to the person or property of an adjoining Owner or tenant as a result of damage to a party or common wall arising from the negligence or intentional acts of said Owner or tenant, then said Owner shall be liable and responsible for the damages to the party wall and for the damages to the person or property of the adjoining Owner or tenant, and for any costs incurred by the Association or adjoining Owner or tenant in repairing the party wall.

All costs of reconstructing a party wall in the event such party wall is destroyed or damaged not as the result of the negligence or intentional arts of either adjoining Owner or their tenant, shall be borne equally by the Owners of the Dwelling Unit adjoining such party wall. In the event one Owner bears the entire expense for reconstruction of a party wall, then in such event the other Owner of the adjoining Dwelling Unit shall pay to the Owner who reconstructed the party wall one-half (1/2) of the expense incurred in that reconstruction. Either adjoining Owner or the Association shall have the right to enter on the other adjoining Lot and into the adjoining Dwelling Unit, after notice, solely for the purpose of reconstructing the party wall where a threat to life or property exists and non-construction or repair will perpetuate that threat.

Either adjoining Owner shall have an equal right to use a party wall for the support of structural members of a Dwelling Unit constructed on either adjoining Lot.

Each party wall shall be subject to an easement of support for adjoining Dwelling Units and shall be subject to an easement for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to adjoining Dwelling Units.

Section 23. Drilling Oil, etc. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any Lot, nor shall any oil well, tank, mineral excavation or shaft be permitted upon or on the aforementioned Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any of the Lot.

Section 24. Garbage Containers. No garbage or trash incinerator shall be placed or permitted to remain on a Lot. The Owner shall keep and maintain on Owner's Lot, covered garbage containers in which all garbage shall be kept until removed from said Lot. Such garbage container shall be kept at all times, at the option of the Owner, either within the residence or garage. The covered garbage container may be placed at the edge of the driveway, for pick up, the evening before or on garbage collection day only. The garbage container must be returned to inside the residence or garage or before midnight on pick up day.

Section 25. Lawn Ornaments. No lawn ornament/statue, basketball hoop, upright flag pole, hose-hanging fixture, swing set or similar item shall be allowed, with the following exceptions;

- a. Lawn ornament or statue may be placed only in the mulched area at the rear of the Lot.
- b. Any Owner may display one portable, removable United States flag or official flag of the United States in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4 ½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag.
- c. No more than three (3) bird houses, or no more than three (3) bird feeders each being no larger than one square foot, may be hung from trees, tall shrubs or bird feeder stands, in the rear of the Dwelling Unit.
- d. Hose reels may be used if not visible from the street.
- e. Seasonal decorations for holidays such as Halloween, Christmas, Thanksgiving, etc., shall be allowed for thirty (30) days before the holiday and no more than ten (10) days after the holiday.

None of the above shall at any time be placed so as to interfere with landscape maintenance by the Association.

Section 26. Patio and Lawn Furniture. Patio furniture shall be allowed only on a paved patio area. No grill, lawn chair or similar item shall be left in a location which would interfere with

landscape maintenance by the Association. For safety reasons all patio furniture must be contained within the garage or Dwelling Unit during a storm or an extended leave of absence of the Owner from Dwelling Unit in excess of seven (7) days.

Section 27. Mail Boxes and Newspaper Receptacles. No mailbox or newspaper receptacle or other receptacle of any kind for use in the delivery of mail, newspapers, or similar material shall be erected or located on any Lot or any roadway. Each Dwelling Unit will be assigned one box.

Section 28. Insurance.

a) The Association shall procure and keep in force public liability insurance in the name of the Association and the Owners against any liability for personal injury or property damage resulting from any occurrence in or about the Common Area, in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) for damage to property in one (1) accident or event.

b) Copies of all such insurance policies and certificates thereof showing the premiums thereon to have been paid shall be retained by the Association and open for inspection by the Owners as provided by Florida law.

Section 29. Insurance or Termite Protection on Dwelling and Duty to Repair.

a. Insurance and Termite Protection Requirement. Each Owner shall be required to obtain and maintain adequate Homeowner insurance on his Dwelling Unit which shall insure the property for its full replacement value, with no deduction for depreciation, against loss by fire, or other hazards. Such insurance shall be sufficient to cover the full replacement value, or for necessary repair or reconstruction work. Such insurance shall be written in the manner acceptable to the Board. Each Owner shall be required to obtain and maintain adequate termite protection on his Dwelling Unit from a licensed pest control operator. Annually, each Owner shall be required to supply the Board, written evidence of insurance coverage and termite protection on his Dwelling Unit, which comply with the provisions of this section, upon request of the Board, but no more frequently than annually.

b. Association Rights in Regard to Homeowner Insurance and Termite Protection if the Homeowner insurance protection provided under this article has not otherwise been adequately obtained and documented by an Owner, as determined by the Board, then the Board shall have the right to place a fine/lien as stated in Article XI, Section 6 "Remedies for Violations" against the Owner's property. If an annual termite protection policy has not been provided to the Board, then the Board shall have the right to contract licensed pest control operator on the Owner's behalf and at the expense of that Owner.

c. Administration Fee. Should the Association obtain the termite protection coverage on a Dwelling Unit pursuant to Paragraph b of Section 29, then the Association may charge, and the Owner shall be responsible for, as a special assessment against the Lot, an administration fee of \$500.00 in addition to monies spent by the Association for said purpose.

d. Repair or Replacement of Damage and Destroyed Property. Each Owner shall be required to diligently reconstruct or repair any Dwelling Unit destroyed by fire, flood or other casualty. If repair or rebuilding has not been contracted for or otherwise substantially started by the Owner for any reason within thirty (30) days after the Owner receives the insurance proceeds, the Board has the right, but not the duty, to initiate repair or rebuilding of the damaged or destroyed portion of the structure and /or exterior of the Dwelling Unit, in a good and workmanlike manner in conformance with the original plans and specifications. The Board may advertise for sealed bids from any licensed contractor and may then negotiate with said contractors. The contractor or contractor selected to perform the work shall provide full performance and payment bonds for such repair or rebuilding, unless such requirement is waived by the Board of Directors of the Association. In the event the insurance proceeds are insufficient to fully pay the costs of repairing and/or rebuilding the damaged or destroyed portions in a good and workmanlike manner, the Board may levy a special assessment against the Owner in whatever amount is required to make up the deficiency. In addition, an administration fee, to be determined by the Board, will be charged and assessed against the Owner and Lot.

e. Failure to Obtain Insurance and Termite Protection. Notwithstanding anything to the contrary in any Section of this Article, the Association, its Directors and Officers, shall not be liable should any person fail for any reason whatsoever to obtain insurance and /or termite protection coverage on a Dwelling Unit. It shall be the responsibility of each Owner to insure his property and protect his Dwelling Unit from termites as required herein.

Section 30. Leasing or Renting. No Lot or Dwelling Unit shall be leased or rented unless said rental is evidenced by a written lease agreement for a rental or lease period of not less than six (6) months. No less than the entire Dwelling Unit may be leased. An Owner intending to lease a Lot or Dwelling Unit shall give the Association written notice of such intention at least thirty (30) days before the intended commencement date of such lease. Such notice shall contain, among other things, the name and address of the intended lessee, a copy of the proposed lease.

The Association shall not allow rental of more than nine (9) units in the Association or any of the below:

- A) Lease by an Owner who is not current in payment of any monetary obligation to the Association.
- B) That is for a term of less than one hundred and eighty (180) days.
- C) That is for anything less than the entire Lot.
- D) A sublease.

If an Owner does not comply with the requirements of the above paragraphs, whether by failing to provide the Association with notice of Owner's intention to lease his Dwelling Unit or otherwise, then such Owner shall be assessed a fine as levied by the Board of Directors of the Homeowner's Association.

Any damage by renters is the sole responsibility of the Owner whose Lot or Dwelling Unit is leased by that tenant. In addition, a copy of the Pinehurst Village Covenants, Conditions and

Restrictions must be provided to the renter by the Owner and a copy of the Document must remain within the leased Dwelling Unit at all times.

Section 31. Approval of Draperies, Curtains and Shades. All draperies, curtains, shades, or other similar window coverings installed in a Dwelling Unit and which are visible from the street, from other Dwelling Units shall have neutral or light colored backing, unless otherwise approved in writing by the DAB. In addition, the color, unless neutral, of all draperies, curtains and shades, or other similar window coverings installed inside a screened porch or glass enclosed porch must be approved in writing by the DAB, consistent with guidelines promulgated by the DAB and approved by the Board.

Section 32. Outside Lighting. Post lamp requirements. Usage of 60 watt minimum rated light bulb. All post lamps must be maintained in good working order and free of visible dirt, stain, or mold. Walkway, flood and amber emergency lighting is permitted by approval of the DAB. Decorative colored lights may be displayed during national recognized holiday seasons.

ARTICLE IX
COVENANTS AGAINST PARTITION AND
SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Section 1. Covenants. Recognizing that the full use and enjoyment of any Lot or Dwelling Unit is dependent upon the right to the use and enjoyment of the Common Area and the improvements made thereto, and that it is in the interest of all of the Owners that the right to the use and enjoyment of the Common Area be retained by the Owners of Lots or Dwelling Units, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Area shall remain undivided and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Area. In addition there shall exist no right to transfer the right to the use and enjoyment of the Common Area in any manner other than as an appurtenance to and in the same transaction with a transfer or title to a Lot. Any conveyance or transfer of a Lot shall include the right to the use and enjoyment of the Common Area appurtenant to such Lot subject to reasonable rules and regulations promulgated by the Association for such use and enjoyment, whether or not such rights shall have been described or referred to in the deed by which said Lot is conveyed.

ARTICLE X
MEADOWCREST COMMUNITY ASSOCIATION, INC.

Section 1. Membership. All Lot Owners in Pinehurst Village are also subject to membership in and assessments for the Meadowcrest Community Association, Inc. The restrictions, privileges and duties of the Community Association are set forth in the Declaration of Covenants, Conditions and Restrictions for Meadowcrest Community, as recorded in Official Records Book 647, Page 1961; and re-recorded in Official Records Book 649, Page 857; and as amended in Official Records Book 678, Pages 1502-1525, Public Records of Citrus Country.

ARTICLE XI
GENERAL PROVISION

Section 1. Enforcement. Association or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, easements reservations, lien and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendments. Covenants and restrictions of this Declaration may be amended by duly recording an instrument indicating acknowledgement by not less than a majority of the Owners voting in person or by limited proxy.

Section 4. Subordination. No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien on any mortgage made in the good faith and for value as to the Property or any Lot therein; provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any member thereof for a period of ten (10) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of ten (10) years unless otherwise agreed to in writing by the then Owners of at least two-thirds (2/3) of the Lots.

Section 6. Remedies for Violation. Violation or breach of any covenant, condition or restriction herein contained shall give the Association or the Owner, in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of the conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner of the subject property, providing such proceeding results in a finding that such Owner was in violation of the covenants, conditions or restrictions. Expenses of the litigation shall include a reasonable attorney's fee incurred by the Association or an Owner seeking such enforcement.

Section 7. Usage. Whenever used, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.

Section 8. Effective Date. This Declaration shall become effective upon its recordation in the public records of Citrus County, Florida, and shall take precedence over any previous Declaration of Covenants, Conditions and Restrictions for Pinehurst Village Property Owners Association, Inc.

EXHIBIT A

LEGAL DESCRIPTION - A SUBDIVISION OF A PORTION OF SECTION 25, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGIN AT THE CORNER OF LOT 3, TECHNOLOGY SQUARE OF MEADOWCREST, AS RECORDED IN PLAT BOOK 12, PAGE 121, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF MEADOWCREST BOULEVARD, AS SHOWN ON SAID PLAT, SAID POINT ALSO BEING 55 FEET FROM, MEASURED AT A RIGHT ANGLE TO THE CENTERLINE OF SAID MEADOWCREST BOULEVARD, THENCE N 84°41'54" W ALONG THE NORTH LINE OF SAID LOT 3 AND ALONG A WESTERLY PROJECTION THEREOF, A DISTANCE OF 870 FEET, THENCE N 5°18'06" E 105 FEET THENCE N 26°27' E 147.93 FEET, THENCE S 84°41'54" E 47.13 FEET, THENCE N 26°27' E 242 FEET, THENCE S 63°33' E 30 FEET, THENCE N 26°27' E 82 FEET, THENCE S 75°02'57" E 133 FEET, THENCE S 72°50'15" E 122 FEET, THENCE S 86°43'45" E 106 FEET, THENCE N 32°07'45" E 64 FEET, THENCE N 31°48' W 133 FEET, THENCE N 5°46'30" E 120 FEET, THENCE N 46°07' E 164 FEET, THENCE N 42°03' E 98.75 FEET, THENCE S 48°20' E 193.50 FEET, THENCE S 42°17' W 97.50 FEET, THENCE S 15°32'45" E 21.34 FEET, THENCE S 61°50' E 78.50 FEET TO A POINT OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF 5°15'27" AND A RADIUS OF 544.99 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 50.01 FEET TO A POINT (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 30°39'44" W 49.99 FEET) THENCE S 56°42'33" E 30 FEET, THENCE S 45°24'30" E 269.46 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID MEADOWCREST BOULEVARD,

SAID POINT BEING ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF 5°46'14" AND A RADIUS OF 745 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 75.03 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 28°06'53" W 75 FEET), THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, S 31° W 403 FEET TO THE POINT OF BEGINNING.

All of Pinehurst Village according to the map or plat thereof recorded at Plat Book 13, Page 148-150 Public Records, Citrus County, Florida.

AMENDED AND RESTATED
BYLAWS OF
PINEHURST VILLAGE PROPERTY OWNERS
ASSOCIATION, INC.
Revised November 2005

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to Pinehurst Village Property Owners Association, Inc., a Florida Not-For-Profit Corporation, its successors and assigns.

Section 2. "Common Area" shall refer to all real and /or personal property which the Association owns for the common use and enjoyment of the members of the Association, and all real and/or personal property within or in the vicinity of Pinehurst Village in which the Association has an interest for the common use and enjoyment of members of the Association, including, without limitation, a right of use thereof as set forth in the Declaration of Covenants, Conditions and Restrictions.

Section 3. "Lot" shall mean and refer to any parcel of the property in Pinehurst Village, together with any and all improvements thereon, platted in the Public Records of Citrus County, Florida, on which a single family residence or structure, according to the terms of the Declaration of Covenants, Conditions and Restrictions, is constructed.

Section 4. "Dwelling Unit" shall mean and refer to a Lot as defined herein with a building or portion thereof situated thereon, designed and intended for use and occupancy as a residence by a single family susceptible to ownership in fee simple, as a non condominium, having a private outdoor living area and having party walls and being attached to similar family residences.

Section 5. "Owner or Member". Shall mean the record owner, or the one or more persons or entities of a Fee Simple Title to any Lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to any assessment.

Section 6. "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions applicable to the property recorded in Official Records Book 794, pages 2055-2073 inclusive, Public Records of Citrus County, Florida, and any amendments thereto.

ARTICLE II. MEMBERS

Section 1. Members shall all be owners, as such term is defined in the Declaration, and shall be entitled to one (1) vote for each Lot. When more than one person or entity holds an interest in any Lot, all such persons or entities shall be members. The vote for such Lot shall be exercised

as such members may determine among themselves, but in no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE III. MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the Members shall be held in November, and in no case shall more than thirteen (13) months pass between annual meetings of the Members.

Section 2. Special Meetings. Special meetings of Members may be called at any time by the President or by the Board of Directors, or on written request of one-third (1/3) of the Members.

Section 3. Notice of Meetings. Written notice of each meeting of Members shall be given by or at the direction of the Secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fourteen (14) but not more than thirty (30) days before such meeting to each Member entitled to vote thereat, mailed to the Member's address last appearing on the books of the Association, or as supplied by such Member to the Association for the purpose of receiving notice. Such notice shall specify the day, hour and place of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting, in person or by proxy, of Members entitled to cast thirty percent (30%) of the votes of the membership shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Articles of Incorporation or these Bylaws. If a quorum is not present at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, until a quorum is present.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by limited proxy. All proxies shall be in writing and filed with the secretary. Proxies shall be revocable, and the proxy of any Owner shall automatically terminate after conveyance by the Owner to a new Owner.

ARTICLE IV. BOARD OF DIRECTORS TERM OF OFFICE; FIRST ELECTION; REMOVAL

Section 1. Number. The affairs of the Association shall be managed by a board of five (5) directors who shall be members of the Association.

Section 2. Term of Office. All terms shall be for two (2) years, filled by election at the Annual Meeting or by appointment of the Board to fill a vacancy for the balance of the term.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by majority vote of the Members. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association as a director. However, any director may be reimbursed for his

actual expenses incurred in the performance of his duties, if approved in advance by the Board of Directors.

ARTICLE V. BOARD OF DIRECTORS
NOMINATION AND ELECTION

Section 1. Nomination. Nominations for election to the Board of Directors shall be made by a Nominating Committee. However, nominations may also be made from the floor at a meeting of the Board prior to any annual meeting of Members. The Nominating Committee shall consist of a chairperson, selected by the committee, who shall be a member of the Board of Directors, and four (4) Members. The committee shall be appointed by the Board of Directors prior to each annual meeting to serve from the close of such meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event shall it nominate less than the number of vacancies to be filled.

Section 2. Election. Election to the Board of Directors shall be either by secret ballot, limited proxy or by show of hands. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI. BOARD OF DIRECTORS - MEETINGS

Section 1. The Board of Directors may by resolution determine a regular meeting schedule.

Section 2. Special Meetings. Special meeting of the Board of Directors shall be held when called by the President and the Association, or by any three (3) Directors, after not less than three (3) days' notice to each Director.

Section 3. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a Board meeting, which they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a scheduled meeting of the Board of Directors.

Section 4. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a simple majority of Directors present at a duly held meeting in which a quorum is present shall constitute the act or decision of the Board.

ARTICLE VII. BOARD OF DIRECTORS - POWERS AND DUTIES

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 Areas and facilities including the personal conduct of the members and their guests thereon; and to establish penalties for infractions of such rules and regulations;

b. Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the Articles of Incorporation, or by other provisions of these Bylaws;

c. Declare the office of a member of the Board of Directors to be vacant in the event that such member is absent from three consecutive regular meetings of the Board of Directors; and

d. Employ a manager, independent contractor, and such other employees as they deem necessary, and to prescribe their duties, purpose.

Section 2. Duties. It shall be the duty of the Board of Directors to:

a. Maintain a complete record of all its acts and corporate affairs and present a statement thereof to the members at each annual meeting of the members, or at any special meeting of the Members;

b. Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed;

c. As provided in the Declaration to:

(1) Fix annual assessments in accordance with budget of the Association.

(2) Resolve non-payment of assessments as outlined in the Declaration, Article V, Section 8.

d. Require an appropriate officer to issue, on demand by any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board may impose a reasonable charge for the issuance of these certificates.

e. Procure and maintain adequate liability and hazard insurance on all real and/or personal property owned or leased by the Association.

f. Require the Common Area to be maintained.

g. Require that all checks have two (2) signatures. The Board of Directors shall select and authorize two (2) officers or Board members to co-sign checks in the event one or both of the officers designated by these Bylaws are unavailable.

ARTICLE VIII. OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a president and vice president, who shall at all times be Members of the Association and of the Board of

Directors, and a Secretary, 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 following each annual meeting of Members.

Section 3. Term. The officers of the Association shall be elected annually by the Board. Each shall hold office for a term of 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.

Section 5. Resignation and removal. Any officer may be removed from office by the Board at any time with or without cause. 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 6. Vacancies. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in case of special offices created pursuant to Section 4 of this Article.

Section 8. The duties of the officers are as follows:

a. President. The President shall preside at all meetings of the Board of Directors; and all meetings of the Members, shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other instruments; and shall co-sign all checks and promissory notices.

b. Vice President. The Vice President shall act in the place 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.

c. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it to all papers so requiring; serve notice of meetings of the Board and of Members; keep appropriate current records showing the Members together with their addresses; and perform such other duties as may be required by the Board.

d. Treasurer. The Treasurer or his agent shall receive and deposit in appropriate bank accounts all funds of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks and promissory notes of the Association; shall keep

proper books of account; shall upon vote of the Board or a majority of the Members cause an annual audit of the Association books to be made by a certified public accountant at the completion of the fiscal year; and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each Member, and a report of which shall be given at the regular meeting of the Members.

ARTICLE IX. DESIGN ADVISORY BOARD

Section 1. The Board of Directors shall appoint a committee to be known as the DAB, Such committee shall consist of three (3) or more members who shall serve at the pleasure of the Board. The duties, responsibilities and authority of the DAB shall be as described in the Declaration, Article VI, Architectural Control.

ARTICLE X. BOOKS AND RECORDS; INSPECTION

The books, records and papers of the Association shall be subject to inspection by any member, as provided by Florida law.

ARTICLE XI. CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: PINEHURST VILLAGE PROPERTY OWNERS ASSOCIATION, INC., Incorporated 1988, Corporation Not for Profit, Florida.

ARTICLE XII. FISCAL YEAR

The fiscal year of the Association shall be the calendar year.

ARTICLE XIII. AMENDMENTS

These Bylaws may be amended, at a regular or special meeting of Members, by vote of a majority of a quorum of Members present in person or by proxy.

ARTICLE XIV. CONFLICTS

In the case of any conflicts between the Articles of Incorporation and these Bylaws, the Articles shall control.

ARTICLE XV. INDEMNIFICATION

By acceptance of a deed to a Lot, Owners acknowledge and agree that every director and officer of the Association and any committee member appointed by the Board shall be indemnified by the Association against all expenses and liability, including attorneys' fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director, officer or committee member of the Association, whether or not he is a director, officer or committee member of the Association at the time such expenses are incurred, except in such cases where the director, officer or committee member of the Association is adjudged guilty of willful misfeasance or malfeasance

in the performance of his duties; provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director, officer or committee member of the Association seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right to indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or committee member of the Association may be entitled. Further, by acceptance of a deed to a Lot, Owners acknowledge and agree that directors of the Association appointed by the officers of the Association elected by the Board, and committee members appointed by said Board or by said officers shall act on behalf of the Association and shall have no fiduciary or other obligation to act on behalf of the Owners. Further, by acceptance of a deed to a Lot, Owners acknowledge and agree that although directors, officers and committee members may be appointed directly or indirectly, by the Association and be acting solely on behalf of the Association and not on behalf of the Owners, nonetheless, such directors, officers and committee members shall be indemnified by the Association pursuant to the provisions of this Article.

ARTICLE XVI. EFFECTIVE DATE OF BYLAWS

These Bylaws shall become effective on the same date that the PINEHURST VILLAGE PROPERTY OWNERS ASSOCIATION, INC., upon approval by the Membership.

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
PINEHURST VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

A Florida Corporation Not for Profit

The incorporator of the non-profit corporation under Chapter 617 of the Florida Statutes, adopted the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation (hereinafter called the association) is PINEHURST VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE II

The corporation shall have perpetual existence.

ARTICLE III

This Association is organized for the purpose of the operation and management of the Lots and Common Areas within a certain tract of real property as described on the plat thereof recorded in Plat Book 13, Pages 148-150, of the Public Records of Citrus County, Florida, as defined in and pursuant to the Declaration of Covenants, Conditions and Restrictions for Pinehurst Village, recorded in the public records of Citrus County, Florida, specifically including maintenance, preservation and architectural control of said property.

In furtherance of such purposes, the Association shall have the power to:

- (a) Perform all of the duties and obligations of the association as set forth in that certain Declaration of Covenants, Conditions, and Restrictions (the Declaration) for Pinehurst Village, as amended from time to time.
- (b) Affix, levy, collect and enforce payment by any lawful means of all charges and assessments needed by it in order to carry out its duties under the terms of the Declaration.
- (c) Acquire (by gift, purchase or otherwise), own, hold, and improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the Association;
- (d) Borrow money, and subject to the consent by vote or written statement of two-thirds (2/3) of each class of members, mortgage, pledge, convey by deed of 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 areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument has been signed by seventy-five percent (75%) of the Members, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes, or annex additional commercial property or common areas, provided that any merger, consolidation, or annexation shall have, the assent by vote or written instrument of seventy-five percent (75%) of the Members;

(g) Have and exercise any and all powers, rights and privileges that a non-profit corporation organized under Chapter 617 of the Florida Statutes by law may or hereafter have or exercise.

The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the association will be financed by assessments against the 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 qualifications of Members and the manner of their admission shall be as regulated by the Bylaws.

ARTICLE V

The street address of the initial registered office of this corporation is c/o Steven H. Mezer, Becker & Poliakoff, P.A. 1511 N. Westshore Blvd., Suite 1000, Tampa FL 33607.

ARTICLE VI

The number of persons constituting the Board of Directors shall be three (3).

ARTICLE VII

The name and address of the Incorporator of these articles was:

ROBERT HODGENS
6140 West Corporate Oaks Drive
Crystal River, Florida 32629