

AMENDED AND CONSOLIDATED DECLARATION

OF

EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

PRISTINE PLACE

This Amended and Consolidated DECLARATION is made as of this 21<sup>st</sup> day of May, 2015, by PRISTINE PLACE HOMEOWNERS' ASSOCIATION, INC., a not for profit corporation organized and existing under the laws of the State of Florida.

**WITNESSETH**

WHEREAS, on December 20, 1989, Park Avenue Communities, Inc. created the Declaration of Easements, Covenants, Conditions and Restrictions for Pristine Place, which has been amended from time to time (the "Declaration"); and

WHEREAS, the Association desires to amend and restate the Declaration of Easements, Covenants, Conditions, and Restrictions for Pristine Place to provide cohesive and comprehensive documents, incorporating those duly adopted amendments as approved by the Association, to simplify reference thereto and for the convenience of all present and future Members of the Association;

NOW, THEREFORE, this Amended and Consolidated Declaration, having been duly adopted by the Association, governs all of the described real property set forth in Exhibit "A", subject to the following easements, covenants, conditions, and restrictions, which are imposed upon such real property for the purpose of protecting the value and desirability thereof, and which shall run with such real property and be binding on all parties having any right, title, or interest therein, and on their heirs, successors, and assigns, and which shall insure to the benefit of each owner thereof.

**ARTICLE I**  
**DEFINITIONS**

The following words, when used in this Declaration of Easements, Covenants, Conditions, and Restrictions (hereinafter referred to as this "Declaration"), unless the context shall prohibit, shall have the following meanings:

A. "**Association**" shall mean and refer to PRISTINE PLACE HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit organized and existing under the laws of the State of Florida, and its successors and assigns.

B. "**Common Area**" shall mean and refer to those portions of the Properties as are now or may from time to time be designated as Common Area, whether in the original Declaration or

any amendment thereto. Those portions of the Properties now designated as the Common Area are described in Exhibit "B" (consisting of Exhibit "B-1" and Exhibit "B-2"), which is attached hereto and, by this reference made a part hereof. "Common Area" shall also mean and refer to the surface water management system.

C. "**Lot**" shall mean and refer to any residential building lot within the Properties, as shown upon any recorded plat of the Properties or any part thereof.

D. "**Member**" and "**Members**" shall mean and refer to all those owners who are members of the Association, individually or collectively, as the case may be, as provided in Article III, Section 1, hereof.

E. "**Owner**" shall mean and refer to the record owner, whether one or more persons or legal entities, of fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

F. "**Properties**" shall mean and refer to the real property hereinbefore described in Exhibit "A", and any additions thereto as are made subject to this Declaration and any amendment thereto.

## **ARTICLE II**

### **PROPERTY RIGHTS IN COMMON AREA**

Section 1. **Ownership.** The Common Area, as that term is defined hereinabove, is hereby dedicated to the joint and several use, in common, of the Owners of all Lots that may, from time to time, constitute a portion of the Properties. From and after the date hereof, the Association shall be responsible for the management and maintenance of the Common Area in a perpetual, continuous, and satisfactory manner. It is intended that the Common Area will be owned exclusively by the Association. All real estate taxes assessed against the Common Area shall be the prorated responsibility of, and shall be assessed against and payable as part of the taxes on, the individual Lots within the Properties; provided, however, if such taxes are not so assessed, the same shall be paid by the Association out of the annual, special, or other assessments imposed in accordance with Article IV. The Owner of a Lot shall have no personal liability for any damages for which the Association is legally liable or arising out of, or connected with, the existence or use of the Common Area or any other property required to be maintained by the Association.

Section 2. **Member's Easements.** Each Member and each tenant, agent, guest, or invitee of such Member shall, from and after the effective date hereof, have a permanent and perpetual easement for the use and enjoyment of the Common Area; such easements shall be appurtenant to and shall pass with the title to every Lot. Such easements shall be reciprocal and in common with all other Owners, their tenants, agents, guests, and invitees, subject to the following provisions:

A. The right and duty of the Association to make and levy assessments against each Lot for the purpose of maintaining the Common Area.

B. The right of the Association to charge the Members reasonable admission and other fees for the use of the Common Area and for goods and services provided by the Association.

C. The right of the Association to suspend the voting rights, and the right to the use of any recreational facilities constructed on the Common Area, of a member for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days, and for any period during which any infraction of its published rules and regulations remains unsatisfied for more than sixty (60) days.

D. The right of the Association to dedicate or transfer all or any part of the Common Area to any other person, legal entity, or public agency, authority, or utility for such purposes and subject to such conditions as set forth in this Article and as may be agreed upon by the Members. In the event that any Common Area, as defined herein, is dedicated to the County of Hernando or any other appropriate governmental authority or special taxing district, for public purposes, said Common Area shall cease to be subject to these covenants and conditions as of the date of said dedications, except as provided in this subparagraph D; provided however, that if a reversionary interest is retained in any Common Area so dedicated, then in the event said Common Area reverts to the dedicator, these covenants and conditions shall apply in full force and effect to said Common Area as if dedication had never occurred.

If any Common Area so dedicated to the County of Hernando or any other appropriate governmental authority or special taxing district, requires supervisory maintenance to be performed by the dedicator, the provisions of this Declaration and any amendments thereto, including those relating to assessments, shall apply to the extent necessary to provide said supervisory maintenance according to the provisions of this Declaration and any amendments thereto.

**Section 3. Easements Appurtenant and Delegation.** The easements provided in Section 2 and Section 6 of this Article II and Section 9 of Article IX shall be appurtenant to and shall pass with, as an indivisible appurtenance to, the title to each Lot. Any Member may delegate, in accordance with the Bylaws, his right of use and enjoyment of the Common Area and facilities constructed thereon, to the members of his immediate family who resides with him and to his tenants, agents, guests, and invitees who are accompanied by him. The right of use and enjoyment of the Owners' rights in the easements provided in Section 6 of this Article II and Article IX, Section 9, are non-delegable and shall remain appurtenant to the affected Lots.

**Section 4. Maintenance.** The Association shall maintain the Common Area in good repair and shall replace, as often as necessary, in the discretion of the Board of Directors of the Association, any and all improvements situated on said Common Area, including, but not limited to, any recreational facilities, retention areas, buildings, landscaping, roads, paving, parking areas, tennis courts, drainage facilities, street lighting fixtures and appurtenances, sidewalks, or any other improvements, except utilities which have been dedicated to, and accepted by, appropriate governmental authorities and the special taxing districts for maintenance, all such

work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members, unless otherwise required by this Declaration.

**Section 5. Operation of the Common Area.** The Association shall at all times operate, supervise, control, and manage the Common Area and any income producing activities that may be established or permitted to operate in the Common Area. The Association, in its sole discretion, shall determine all activities and programs to be carried on in the Common Area and shall employ the necessary personnel required therefore as it determines in its sole discretion. The operation, supervision, control and management of the Common Area may be delegated by the Association as set forth in Article IV, Section 5 of this Declaration.

**Section 6. Easements.** Easements for the installation and maintenance of utilities and CATV and for the installation and maintenance of drainage facilities are reserved as shown on the recorded Plat of the Properties. Within these easements, no improvement, planting or other material shall be placed or permitted to remain that may damage any facilities installed in accordance with said easements, or prevent the installation and maintenance of utilities in the utility easements, or that may change the direction or flow of drainage channels in the drainage easements, or that may obstruct or retard the flow of water through drainage channels in the drainage easements. The easement area of each Lot and all improvements thereon shall be maintained continuously by the Association except for installation for which a special taxing district, public authority, utility company or CATV company is responsible, unless otherwise required by this Declaration. All original grantees of the above-stated easements, and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance of all water lines, sanitary sewers, gas mains, storm drains, electric, CATV and telephone lines, under and through the utility and drainage easements as shown on the Plat. There is hereby reserved a perpetual easement over the entire Common Area for the installation and maintenance of cable and community antenna radio and television lines. Any damage to pavements, driveways, drainage facilities, sidewalks or other improvements in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility or company whose installation or maintenance caused such damage. All utilities within the Properties, whether within street rights-of-way or within utility easements, shall be installed and maintained underground, unless approval for above ground installation is first obtained from the Architectural Control Committee and such installation and approval is not inconsistent with applicable ordinances.

**Section 7. Public Easements.** Fire, police, health, sanitation, and other public service personnel and vehicles shall have a permanent, perpetual and non-exclusive easement for ingress and egress over and across the Common Area.

**Section 8. Club Membership and Recreation Agreements.** The Association may acquire and enter into agreements or arrangements ("Recreational Agreements") to acquire memberships or other possessory interests in real property or facilities, including, but not limited to, country clubs and other recreational facilities (the "Recreation Facilities"), whether or not contiguous to the Properties, intended to provide for the enjoyment, recreation or other use or benefit of the Owners.

Recreational Agreements may provide for the payment by the Association of membership or use fees, costs, expenses, or the amounts (herein "Recreational Costs"), in connection with the membership in or use of the Recreational Facilities, which shall be supported among the Owners by including the same in the annual assessments imposed in accordance with Article IV.

The Association may suspend membership or use rights in Recreational Facilities of any Owner who shall be delinquent in any assessment or any other obligation to the Association, but such suspension shall not affect the continuing obligation of each Owner for payment of Recreational Costs.

The Association shall have a lien against each Lot to secure the payment of Recreational Costs included in the annual assessments in accordance with Article IV.

### **ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 1. **Membership.** Every person or legal entity who is a record owner of a fee or undivided interest in any Lot shall be a Member of the Association. Notwithstanding anything to the contrary set forth in this Section 1, any such person or legal entity who holds such interest merely as a security for the performance of an obligation shall not be a Member of the Association. Membership in the Association shall be automatic and appurtenant to, and may not be separated from, the ownership of any Lot.

Section 2. **Voting Rights.** Members shall be all those Owners, as defined in Section 1. Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person or legal entity holds such interest or interests in any Lot, the vote for such Lot shall be exercised as they, among themselves, determine; but in no event shall more than one (1) vote be cast with respect to any such Lot.

### **ARTICLE IV COVENANT FOR MAINTENANCE AND OPERATION ASSESSMENTS**

Section 1. **Lien and Personal Obligation of Assessments.** Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association, as hereinafter provided:

A. **Annual assessments** or charges against each Lot shall include (1) assessments for the maintenance and operation of the Common Area as provided in Sections 4 and 5 of Article II, (2) assessments for the payment of Recreational Costs as provided in Section 8 of Article II, and (3) such reasonable reserves as the Association may deem necessary. These annual assessments shall be collected as hereinafter provided; and

B. **Special assessments** against each Lot shall be for those purposes stated hereinafter and shall be fixed, established, and collected from time to time as hereinafter provided; and

C. **Other assessments** against each Lot shall be as provided in Section 2 of Article VI, Section 15 of Article VII and Section 2 of Article VIII.

The annual, special and other assessments, together with interest thereon and costs of collection of same, including reasonable attorneys' fees, shall constitute a lien upon the Lots against which each such assessment is made, which lien shall take priority as to the date of recording of this Declaration. Each such assessment, together with interest thereon and costs of collection of same, including reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them. All assessments, whether annual, special or other, imposed by the Association, shall be against all Lots subject to its jurisdiction, fixed at a uniform rate per Lot.

Section 2. **Purpose of Assessments.** The annual assessments levied by the Association shall be used exclusively for the general purpose of promoting the recreation, health, safety and welfare of the Members of the Association, their families residing with them, their tenants and guests and, in particular, for the improvements, preservation, operation and maintenance of the Properties and the services and facilities, if any, devoted to this purpose and related to the use and enjoyment of the Common Area's facilities, including, but not limited to, the capital improvement, repair, replacement and addition thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. **Special Assessments.** In addition to the annual assessments authorized by Section 2 hereof, 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, repair or replacement of any capital improvement that, in the judgment of the Board of Directors of the Association, benefits all Lots, including the necessary fixtures and personal property related thereto, or for the purpose of defraying shortfalls in the annual assessments or extraordinary costs incurred in the maintenance and operation of the Common Area.

Section 4. **Date of Commencement of Annual Assessments; Due Dates.** The annual assessments provided for herein shall commence on the date of conveyance of the first Lot to an Owner.

The amount of the annual assessments that may be levied for the balance remaining in the first year of assessment shall be an amount bearing the same relationship to the annual assessments provided for herein as the remaining number of months in such calendar year bears to the total number of months in said calendar year.

The annual assessments shall be payable in monthly installments due on the first day of each calendar month, or alternatively, in annual, quarterly, semi-annual or annual installments, if so determined by a resolution of the Board of Directors.

The due date of any special assessment levied under Section 3 hereof shall be fixed in the resolution authorizing such assessment.

**Section 5. Duties of the Board of Directors.** The Board of Directors shall fix the amount of assessment against each Lot and shall set the date of commencement 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, that shall be kept on file in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereafter be sent to the Owner of every Lot subject thereto.

The Association shall, upon demand and within a reasonable time, furnish to any Owner liable for said assessment, a certificate in writing signed by an Officer of the Association setting forth whether said assessment have been paid as to any particular Lot. This certificate shall be conclusive evidence of payment of any assessment due to the Association, which is stated therein to have been paid.

From time to time, the Association, through the actions of its Board of Directors, may enter into an agreement or agreements with one or more persons, firms or corporations, for the purpose of providing professional management, operation of, and maintenance of service for, the Common Area.

The Association, through the Board of Directors, may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws as well as every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably to effectuate any such right or privilege. In addition, the Board of Directors is given specific authority to promulgate written rules and regulations regarding construction, improvements, alterations, modifications to improvements, and maintenance of all Lots, improved or unimproved, and Properties.

**Section 6. Amount of Annual Assessments.** The Board of Directors of the Association shall, after consideration of the current maintenance costs and future needs of the Association, fix the actual assessment for each year; provided, however, that the actual assessment shall not exceed one hundred and twenty percent (120%) of the previous year's assessment without the affirmative vote of a majority of the Members present and voting at a meeting of the Members duly called for that purpose.

**Section 7. Effect of Nonpayment of Assessment; Personal Obligation of Owner; the Lien; Remedies of Association.** If any assessment is not paid within thirty (30) days after the date when due (being the dates specified in Section 4 hereof), then such assessment shall become delinquent and shall incur a late fee of \$25 and bear interest from the date when due at the highest rate allowable by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or in equity to foreclose the lien securing payment of same against the Lot, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, and recoverable by the Association, the costs of collection of same, including, but not limited to, reasonable attorneys' fees, whether a suit is filed or otherwise, and the costs of preparing and filing of the complaint or petition in any

such action. Additionally, in the event that a judgment is obtained, such judgment shall include interest on the assessment as provided hereinabove and costs of collection and reasonable attorneys' fees. Attorneys' fees, as provided for herein, shall include attorneys' fees incurred in any appeal of such action, together with the costs of the action and any such appeal.

No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or Recreational Facilities, if any, or by abandonment of his Lot. It shall be the legal duty and responsibility of the Association to enforce the timely payment of the assessments.

In addition to the rights of collection of assessments stated in this Section 7, any and all persons acquiring title to, or any interest in, any Lot as to which the assessment is delinquent, including, without limitation, persons acquiring such interest by operation of law and by judicial sale, shall not be entitled to the possession or occupancy of such Lot, or the enjoyment of the Common Area or Recreational Facilities, if any until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to the mortgages and purchases contemplated by Section 8 of this Article.

**Section 8. Subordination of the Lien to First Mortgages.** The lien of assessments, including interest, late charges (subject to the limitations of Florida law), and cost (including attorney's fees) provided for herein, is effective from and shall relate back to the date on which the original declaration of the community was recorded. However, the lien for assessments, including interest, late charges (subject to the limitations of Florida law), and costs (including attorney's fees) provided for herein, shall be subordinate only to the lien of any first mortgage of record on any Lot. The sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due. Notwithstanding the forgoing, where the mortgagee holding a first mortgage of record or other purchaser of a Lot obtains title pursuant to judicial or non-judicial foreclosure of the mortgage, or by a deed in lieu of foreclosure, it shall be liable for the share of the common expenses or assessments by the Association chargeable to that Lot which became due prior to such acquisition of title.

**Section 9. Special Taxing Districts.** In the event that a Special Taxing District is established to provide any services currently provided by, or which are the responsibility of, the Association, including but not limited to special taxing districts for sidewalk maintenance or street lighting, these covenants and conditions shall no longer be of any force and effect as to any such services provided by said Special Taxing District; provided, however, the covenants and conditions set forth herein shall continue to bind and run with the land as to all of the Properties for services not provided by said Special Taxing District. If said Special Taxing District is terminated for any reason, these covenants and conditions shall thereupon apply in full force and effect as if said Special Taxing Districts had never been created.

**Section 10. Reserves; Working Capital Fund.** The Association is required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area, and any other areas within the Properties, for which the



Association may be obligated to maintain. The fund shall be maintained out of regular assessments for the common expenses and, together with the entire amount of all special assessments, shall be maintained in a segregated account until disbursed as contemplated herein.

## **ARTICLE V**

### **ARCHITECTURAL CONTROL**

**Section 1. Purpose; Common Scheme; Covenant.** The Association intends that the Properties be planned, developed and constructed in a uniform and aesthetically compatible manner in order to preserve the value of the Properties and in accordance with a common, and over-all scheme; said scheme being reasonably intended to promote and preserve the health, safety and general welfare of all Owners, their tenants, invitees and guests and further to promote and preserve the aesthetics of the Properties, as developed. In order to promote and fulfill these purposes and intentions, and each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or conveyance, shall be deemed to covenant and agree that no building, fence, or other improvement of any nature shall be commenced, erected, placed or maintained upon the Properties, nor shall any exterior addition to, change of, or alteration of the Properties, the Lots or the improvements located thereon be made, nor shall grading, landscaping, or other alteration of the natural topography of the Properties or the Lots be undertaken, until the plans and specifications, showing the nature, kind, shape, heights, materials and location of same shall have been submitted to, and approved in writing as to uniformity or aesthetics and harmony of external design and location in relation to surrounding improvements and topography by the Architectural Control Committee, the composition of which shall be as directed below.

**Section 2. Architectural Control Committee.** The Architectural Control Committee shall be a committee of no less than three (3) Members appointed by the Association's Board of Directors.

The Architectural Control Committee shall be a permanent committee of the Association and shall approve all proposed development or construction of improvements, including all additions, modifications or alterations thereto, or any proposed change in use of any of the Properties subject to this Declaration. The Architectural Control Committee shall also assist and advise the Board of Directors of the Association in enforcing this Declaration and in advising and publishing rules, regulations, and guidelines, and may from time to time perform such other duties or functions as may be assigned to it by the Board of Directors. The members of the Architectural Control Committee shall be selected from among the Owners. Nothing herein shall prevent the appointment, as an ex-officio or non-voting member, of an non-resident architect, engineer or other professional whose expertise or advice the Board of Directors deem necessary for the proper functioning of the Architectural Control Committee.

**Section 3. Standards and Procedures for Review.** The standards which shall be applied by the Architectural Control Committee when reviewing requests for approval of the activities described in Section 1 hereinabove shall be promulgated by the Association, through the Board of Directors. The Architectural Control Committee shall apply and enforce all standards without discrimination. In order to maintain the aesthetic integrity and deed restriction

covenants, building plans of the proposed residence, including landscaping must be presented to the Architectural Control Committee prior to the start of any ground breaking or construction.

In the event that the Architectural Control Committee fails to approve, disapprove or approve with conditions, any request for approval within forty-five (45) days after said plans and specifications have been submitted to it, the request will be deemed disapproved.

The Architectural Control Committee may disapprove, or require modification to, any plans or specifications submitted to it pursuant to Section 1, above, for any reason and upon any basis including, but not limited to, purely aesthetic considerations. In determining whether to approve or disapprove of any submitted plans and specifications, the Architectural Control Committee shall consider and shall be guided by the following:

Because individual Lots vary in size, location, topography, and type of vegetation, standard set back regulations are not specified in this Declaration. This allows the flexibility to insure that the location of each dwelling will provide the maximum amount of view and breeze and to insure that improvements will be properly located with regard to the location of large trees and other similar considerations. The Association, through the Board of Directors, reserves unto the Architectural Control Committee, its successors and assigns, the right to control absolutely and solely the precise location of any dwelling or other improvement to be constructed upon any Lot. This responsibility will be invoked without hesitation to assure that the overall objectives of the project are met; provided, however, that this will be done only after a reasonable opportunity has been afforded the Owner to recommend a specific location of the improvements on his property.

**Section 4. Size of Dwelling.** No dwelling will be approved with a "living area" as that quoted term is defined from time to time pursuant to the standards promulgated by the Architectural Control Committee, of less than 1,700 square feet excluding garage or storage areas, nor will any dwelling be approved unless it has an enclosed garage capable of accommodating a minimum of two (2) automobiles. Additionally, no dwelling will be approved unless it has dimensional shingles or tiles.

**Section 5. Design, Materials and Color of Improvements.** The Architectural Control Committee will strictly limit the exterior appearance of any improvements built within the Properties. Only those designs which truly fit the development's atmosphere and character will be approved. This may result in disapproval or require modification of designs which would be appropriate in other locations. It is specifically understood and agreed to by each Lot Owner that the Architectural Control Committee shall, in its sole discretion, have the right to approve or disapprove the design, color, and material of any improvement on any grounds whatsoever, including purely aesthetic considerations.

No improvement constructed upon any Lot shall be more than 2 1/2 stories in height for the finished ground floor elevation.

No hedge over six (6) feet in height measured from the ground on which it stands shall be maintained on any Lot for a dividing instrumentality. Walls shall not be permitted as dividing instrumentalities. (Refer to Article VII, Section 22, Use Restrictions for fencing guidelines.)

**Section 6. Utility Service and Fees.** Each Owner shall connect improvements located on his Lot to utility systems which are available to the Lots at the time of completion, or to such additional systems as may become available from time to time. Such systems may, but need not necessarily, include the provision of electricity, water, sewer, telephone service or CATV service. Lot Owners are required to bring utility service from their Lot boundary line to their residence. The Lot Owner shall pay all fees connected with the installation and use of such facilities. The payment of such fees is a condition precedent to obtaining approval of any building plans and specifications.

**Section 7. Approval of Architectural Control Committee.** Upon approval or qualified approval of the Architectural Control Committee of any plans submitted pursuant to Section 1 above, the Architectural Control Committee shall: notify the applicant, in writing, of such approval or qualified approval, which notification shall set forth any qualifications or conditions of such approval; file a copy of such plans as are approved for the permanent record (together with such qualifications or conditions, if any); and, if requested by the applicant, provide the applicant with a copy of such plans bearing a notation of such approval or qualified approval. Approval of any such plans related to the Lot or any portion thereof shall be final to such property and such approval may not be revoked or rescinded thereafter, provided:

A. That the improvements or uses described on or in such plans do not violate any protective covenants, conditions or restrictions set forth in this Declaration or any of the restrictions of covenants of record with respect to the Properties or any portion thereof as of the date of the approval; and

B. That any such plans, qualifications or conditions attached to such approval of the plans do not violate any applicable governmental law, rule or regulation, zoning, building, health or other code or ordinance. Approval of any plans and land use in connection with any parcel or portion of the Properties should not be deemed a waiver of the right of the Architectural Control Committee to disapprove similar plans or any of the features or elements included therein if such plans, features or elements are subsequently submitted for use in connection with any other Lot, Unit or portion of the property.

**Section 8. Written Notification of Disapproval.** In all cases where the Architectural Control Committee disapproves of any plans submitted hereunder, the Architectural Control Committee shall so notify the applicant in writing together with a statement of the grounds upon which the action was based. In any case, the Architectural Control Committee shall, if requested and if possible, make reasonable efforts to assist and advise the applicant so that acceptable plans can be prepared and resubmitted for approval.

**Section 9. Rules and Regulations pertaining to the Architectural Control Committee.** The Association, through the Board of Directors, may from time to time promulgate, modify, revoke or rescind written rules and regulations. The aforementioned rules

and regulations may govern construction, improvements, alterations, modifications to improvements, and maintenance of all Lots, improved or unimproved, and Properties; provided, however, such rules and regulations shall be consistent with the provisions of this Declaration or any applicable governmental law, code, ordinance, rule or regulation. The Board of Directors shall review any and all recommendations from the Architectural Control Committee regarding written rules and regulations or modifications thereto, no later than 30 days after the recommendations have been submitted to the Board of Directors or at the next Board of Directors Meeting, whichever is longer. The Board of directors shall also have authority to review all rules and regulations of the Architectural Control Committee and the Board of Directors shall have the right from time to time, to rescind, revoke or modify any of the rules and regulations of the Architectural Control Committee, as it deems appropriate.

**Section 10. Delegation of Functions.** The Architectural Control Committee may authorize its staff, subcommittees or individual members of the Architectural Control Committee to perform any and all of the functions of the Architectural Control Committee as long as the number and identity of such staff or members and the functions and scope of the authority delegated have been established by resolution of the entire Architectural Control Committee. The approval or disapproval of plans by staff members, individual members or a subcommittee will be subject, however, to the reasonable review of the entire Architectural Control Committee, in accordance with the procedures to be established by the Architectural Control Committee, if any.

**Section 11. Liability of the Architectural Control Committee.** No action taken by the Architectural Control Committee or any member, subcommittee, employee or agent thereof shall entitle any person to rely thereon with respect to the conformity with laws, regulations, codes or ordinances, or with respect to the physical or structural soundness or propriety of any proposed improvements or construction. Neither the Architectural Control Committee nor the Association, nor any member, subcommittee, employee or agent thereof, shall be liable to anyone submitting plans to them for approval or to any Unit Owner, Member of the Association, or any other person, in connection with any submission of plans, or the approval or disapproval thereof, including, without limitation, mistakes in judgment, negligence, omissions, or misfeasance. Every person or other entity submitting plans to the Architectural Control Committee agrees, by submission of such plans, that no action or suit will be brought against the Association or the Architectural Control Committee, or any member, subcommittee, employee or agent thereof, in connection with such submission.

**Section 12. Certificate of Compliance.** Upon written request of any Owner or mortgagee or any other person reasonably having a right to the information requested, the Architectural Control Committee shall issue or cause to be issued a certificate of compliance, where appropriate, indicating that any proposed or constructed improvements or uses have been approved by the Architectural Control Committee in accordance with the provisions of this Section. No such certificate shall be issued unless and until all the conditions and requirements of this Section have been complied with.

## **ARTICLE VI DUTY TO MAINTAIN**

Section 1. **Common Area.** Unless stated otherwise, the Association shall be responsible for the maintenance, upkeep and repair of the Common Area.

Section 2. **Lots.** The Lot Owner shall be responsible for the maintenance and repair of the grounds and improvements for on their individual Lots in a neat and attractive manner, including, but not limited to, the periodic repainting of the improvements.

In the event a Lot Owner shall fail to maintain the grounds or improvements of or on his individual Lot in accordance with the provisions of this Declaration in a manner satisfactory to the Board of Directors, the Association, after approval of two-thirds (2/3) of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot, and any improvements thereon, and effectuate the needed maintenance or repair. If the Lot Owner fails to pay the Association the costs incurred by the Association in so maintaining or repairing the ground or improvements of or on his Lot within fifteen (15) days after demand for payment from the Association, the Association may levy an assessment against his Lot for the amount of such costs, which shall constitute a lien upon such Lot, together with interest thereon and costs of collection of same, including reasonable attorneys' fees, and shall be enforceable as with other liens for unpaid assessments, and as provided in Article IV.

## **ARTICLE VII RESIDENTIAL AREA COVENANTS**

Section 1. **Use Restrictions.** All Lots are restricted to the use of a single family, their household servants and guests, exclusively for residential purposes.

Only one (1) residence, with at least 1,700 square feet of "living area" as defined in Section 3 of Article V hereinabove, may be built upon each Lot. A construction shed and related facilities may be placed on a Lot by the Owner and remain there temporarily during the course of active construction of a residence; otherwise, no portable or temporary buildings, carports, mobile homes, tents, shacks or barns may be placed on a Lot.

Section 2. **Easements.** Easements for the installation and maintenance of utilities and for the installation and maintenance of drainage facilities are reserved as shown on the recorded plat of the Properties. Within these easements, no improvement, planting or other material shall be placed or permitted to remain that may damage any facility installed in accordance with said easements, or prevent the installation and maintenance of utilities in the utility easements, or that may change the direction of flow of drainage channels in the drainage easements, or that may obstruct or retard the flow of water through drainage channels in the drainage easements. The easement area of each Lot and all improvements thereon shall be maintained continuously by the Lot Owner except for installations for which a public authority, utility company or special; taxing district is responsible. All original grantees of the above-stated easement, and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance of all water lines sanitary sewers, gas mains, storm drains, electric and telephone

lines, under and through the utility and drainage easement as shown on the plat. There is hereby reserved a perpetual easement for the installation and maintenance of cable and community antenna radio and television lines. Any damage caused to pavements, driveways, drainage facilities, sidewalks or other improvements in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused such damage. All utilities within the Properties, whether street rights-of-way or within utility easements, shall be installed and maintained underground, unless approval for above ground installation is first obtained from the Architectural Control Committee and such installation and approval is not inconsistent with applicable ordinances.

Section 3. **Temporary Buildings.** Trailers, tents, shacks, carports, barns, portable toilets or other temporary buildings of any design whatsoever are expressly prohibited on any Lot. Portable toilets shall be permitted during sinkhole remediation during the day and must be removed at the end of each work day. This provision shall not apply to temporary buildings used by contractors during active construction of a new dwelling, which shall be removed from the premises on the completion of the construction work. No temporary residence shall be permitted in any unfinished dwelling.

Section 4. **Signs.** No sign of any kind shall be displayed to the public view on any Lot except one sign, designed and constructed in accordance with the standards promulgated by the Architectural Control Committee, advertising the property for sale or rent, may be displayed in the front yard of any Lot upon which a Unit has been constructed. Notwithstanding the forgoing, no sign of any kind shall be displayed to the public view on any vacant Lot. The Association shall have the right to enter upon any Lot for the purpose of removing any sign displayed in violation of this Section, and shall not be liable in any way for such entry or removal.

Section 5. **Pets, Livestock and Poultry.** No animals, livestock, potbellied pigs, birds, or poultry of any kind shall be raised, bred or kept on any Unit, Lot or in any improvement thereon. Household pets, such as dogs, cats, pet birds, fish, and other household pets strictly confined to the household may be kept on Lots subject to such rules and regulations as may be adopted by the Association through the Board of Directors, provided that:

1. They are not kept, bred or maintained for any commercial purpose or in excess of three (3) animals, combined;
2. All permissible household pets have been duly licensed in compliance with all governmental regulations;
3. They do not become an annoyance or nuisance to any neighbor, including by creating excessive noise, emitting obnoxious odors, or causing unsafe or unhealthy living conditions or disturbances of any kind, whether on a continuous or intermittent basis and regardless of the time of day or night.
4. All such household pets, including but not limited to dogs and cats, shall not be permitted or allowed to stray, run, be, or go at large, without a leash or other appropriate restraint, in or upon any street, sidewalk, walkway, the Common Area or the private property of others without the express or implied consent of the owner of such private property.

5. No dogs or other pets shall be permitted to have excretions on any portion of the Common Area or another Owner's Lot. In the event of any such excretions, the owner of said dog or other pet shall immediately remove and dispose of said excretions.

Any Owner of a pet who is the subject of three justifiable complaints or violations under this Section shall permanently remove the pet from the Owner's property upon notice of such complaints or violations from the Association. Such Owner shall not be permitted to have any pets within the Property at any time thereafter, except upon the express written consent of the Board of Directors of the Association.

The Association, through the Board of Directors, is given specific authority to promulgate additional written rules and regulations regarding household pets, including requiring that certain animals be registered with the Association.

Nothing herein shall be deemed to prohibit the use and ownership of a dog trained to assist a disabled person.

Section 6. **Water Supply.** No individual Owner may permit to be located upon his Lot any individual water supply system other than for irrigation purposes. This covenant shall not restrict the Association from permitting a water supply system to exist upon the Common Area for irrigation purposes.

Section 7. **Parking Restrictions.** Unless prior approval has been granted by the Association, through the Board of Directors, no commercial vehicle, recreational vehicle, tractor, mobile home, trailer (either with or without wheels), camper, camper trailer, conversion van, boat and other watercraft, and/or boat trailer shall park or be parked at any time in any driveway or on a roadway or Common Area with the exception of enclosed garages. Commercial vehicles shall be defined as vehicles with commercial writing on or visible from the exterior of the vehicle indicating a trade or occupation or tools or equipment visible from the exterior indicating a trade or occupation, vehicles equipped with a ladder rack or other rack or storage system used or designed for commercial purposes, vehicles primarily used or designed for commercial purposes. In any event, trucks, service vehicles or commercial vehicles shall not be permitted to be parked or stored on any Lot, Common Area or any publicly-dedicated or private street or right-of-way or overnight (7:00 p.m. to 7:00 a.m.) or for any period of time exceeding twelve (12) hours.

With respect to vehicles on which there is commercial writing or which commercial writing is visible from the exterior or which have tools or equipment visible from the exterior indicating a trade or occupation, such vehicles shall be parked only in enclosed garages. This notwithstanding, in the alternative the owner or operator may use magnetic panels or labels to temporarily conceal such writing while the vehicle is parked on the Property. For purposes of this subsection law enforcement and fire and rescue vehicles shall not be considered commercial vehicles.

Only passenger automobiles, passenger station wagons, and trucks and vans primarily used to carry passengers, not otherwise excluded, shall be permitted to be parked or stored on the driveway of a Lot; provided, however, that no such passenger automobiles, passenger station

wagons, trucks, or vans shall be so parked except in compliance with this Section 7 and then only on a temporary basis or in the absence of available space in an enclosed garage.

No owner of a Lot shall repair or restore any motor vehicle, boat, trailer or other vehicle on any portion of any Lot, or the Common Area or publicly-dedicated or private street or right-of-way except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

Parking is permitted on impervious surfaces only, including, but not limited to, driveways, roadways, and parking lots. Parking shall not be permitted on sidewalks. Additionally, notwithstanding anything to the contrary contained herein, no vehicles of any kind or description shall be parked anywhere on a publicly-dedicated or private street or right-of-way or on the Common Areas for a period of time exceeding twelve (12) hours. No vehicles of any kind or description shall be parked on the Common Areas, except in designated parking areas, and no vehicles of any kind or description shall be parked in the designated parking areas without a resident's permit or a visitor's permit (as the case may be) from the Association. Unauthorized vehicles parked on the Common Areas or otherwise parked thereon in violation of this Section 7 shall be towed at the owner's expense. The owner of any vehicle improperly parked anywhere on the Properties shall be subject to a fine of Fifty and no/100 Dollars (\$50.00) for each day such vehicle is improperly parked. The Unit Owner shall be responsible for any and all parking violations of his or her tenants, guests or invitees.

The Association, through the Board of Directors, is given specific authority to promulgate additional written rules and regulations regarding parking restrictions and/or standards for any and all vehicles.

**Section 8. Garbage and Trash Disposal.** No garbage, refuse, trash or rubbish shall be deposited on any Lot or the Common Area except on designated collection days and in a suitable receptacle or dumpster which is placed or situated so as to be as inconspicuous as possible and which is substantially shielded or screened from the view of the neighboring property and the Common Area; provided, however, that garden trash and rubbish that is required to be placed at a point, approved by the Architectural Control Committee, in order to be collected may be placed and kept at such designated point, and need not be in any container, for periods not exceeding twenty-four (24) hours, provided, further, that the requirements, from time to time, of Hernando County, Florida or other governmental subdivision having jurisdiction over such matters, for disposal or collection shall be complied with and that all equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

**Section 9. Drainage.** No installations or improvements shall be permitted, placed or erected, nor shall any alterations of any kind, including but not limited to landscaping, be made, permitted, or placed upon, any Lot or the Common Area which shall in any way hinder the surface or subsurface drainage of the Properties.

**Section 10. Telephone, Gas, CATV and Electric Services.** Service to all Lots by telephone, gas, community radio and television, and electric power must be by underground services from easement areas into the improvements, unless an exception therefor is granted by



the Architectural Control Committee and that exception is not inconsistent with applicable ordinances.

**Section 11. Unit Air Conditioners and Reflective Materials.** No air conditioning or heating units may be mounted through windows or walls unless the type, location, method of installation, appearance and desirability per se, have been approved by the Architectural Control Committee. It is the intent of this provision to authorize said Committee, in its sole discretion, to approve or disapprove any such air conditioning units on purely aesthetic grounds or any other grounds, or for the reason that there should be no such window or wall units in such location. No building on any Lot or the Common Area shall have any aluminum or other metal foil, reflective film or tape placed or displayed in any window or glass door, nor shall any other reflective material or substance be shown or displayed on any glass of any building on any Lot, or the Common Area.

**Section 12. Exterior Antennas; Cable Reception Dishes.**

a. These restrictions are being adopted to maintain aesthetic quality and property values of the homes in Pristine Place and to preserve the safety of the residents in the community while not precluding any resident from receiving an acceptable quality broadcast signal pursuant to FCC rules and regulations.

b. Satellite dishes, antennas and receivers not specifically permitted by the rules of the Federal Communications Commission (FCC), effective October 14, 1996, must obtain prior approval through the Architectural Control Committee and the Board of Directors (referred to herein as “the Board”, in accordance with the restrictions and procedures in effect at the Subdivision from time to time.

c. All Satellite dishes, antennas and receivers must conform to the following standards:

- i. Unless prohibited by law, installations of dishes and antennas shall be:
  1. In rear of property;
  2. In other location where not visible from front street view of home, or side street if corner lot;
  3. On side of property; and
  4. On roof, chimney or other visible location.
- ii. No dishes, antennas or receivers shall extend to any height or length greater than necessary to receive an acceptable, quality broadcast signal.
- iii. Due to safety concerns relating to wind loads, and the risk of falling or flying structures, any installation that will extend more than twelve feet above the roof line must go through a separate approval process under the standard Architectural Control Committee procedure. Detailed drawings of the structure and methods of anchorage shall be submitted, with the

certification from a licensed contractor that such plans properly address any safety concerns.

- iv. All installations are to be completed in a manner that will cause the least adverse visual impact to neighboring properties, while still allowing an acceptable quality signal and not imposing any unreasonable increases in cost. Therefore, if the installation will be visible from neighboring properties the Association may require inexpensive landscaping, or painting in a color compatible with the building, in order to minimize any adverse impact.
- v. Homeowners will be required to maintain all installations in a safe and proper manner.
- d. Any violation of these rules will subject the lot owner to sanctions, including attorneys' fees and all other remedies provided for in the Association's documents.
- e. If any portion or section of these rules is determined to be unenforceable or invalid under applicable law, this shall not affect the validity of the remaining rules and provisions.
- f. The Board of Directors may adopt additional rules and regulations to implement this section, and may change the forms from time to time.

**Section 13. Excavation.** No excavation shall be made on any Lot except for the purposes of: swimming pool installation; construction and building on the Lot by the Owner, at the time of commencement of such building and construction; and the improvement of the gardens and grounds thereof, and no soil, sand or gravel shall be removed from the Lot except with the prior written permission of the Architectural Control Committee.

**Section 14. Waste Material.** No building waste or other material, of any kind or description, shall be dumped or stored on the Properties except earth for the purpose of grading in connection with the erection of a building thereon or for the immediate improvement of the grounds or landscaping thereof with the prior written approval of the Architectural Control Committee.

**Section 15. Tree Removal.** No living trees larger than six inches (6") in diameter shall be cut down or removed from the Properties other than those standing within an area to be cleared or excavated for the erection of a building and accessory improvements thereon without the prior written consent of the Architectural Control Committee and any applicable governmental authorities. Subject to this exception, if any tree is cut down, removed or damaged without the prior written consent of the Architectural Control Committee, the Owner responsible for the destruction of the tree shall pay a fine to the Association in an amount not to exceed Two Hundred Dollars (\$200.00) for each tree and shall forthwith replace the tree under the supervision and to the satisfaction of said Committee as to type, size and planting of the replacement tree.

If the Owner responsible for the destruction of a tree fails to pay to the Association any fine levied by the Association within fifteen (15) days after demand for payment from the Association, the Association may levy an assessment against his Lot for the amount of such fine, which shall constitute a lien upon such Lot, together with interest thereon and costs of collection of same, including reasonable attorney's fees, and shall be enforceable as with other liens for unpaid assessments, as provided in Article IV.

A current (within ninety (90) days) boundary survey and a tree survey prepared by a Florida Licensed Surveyor, or other surveyor acceptable to the Architectural Control Committee and showing all trees of six inches (6") in diameter shall be submitted to the Architectural Control Committee at any time that plans and specifications for the erection of any improvement on any Lot, or for any grading, landscaping or other alteration of the natural topography, is submitted. Such survey shall also indicate any such trees to be removed (with the consent of the Architectural Control Committee.)

**Section 16. Commencement of Construction.** Completion of construction shall be within twelve (12) months of commencement. Prior to the construction, the vacant Lots shall be mowed and maintained in an aesthetically compatible manner in order to preserve the attractiveness of the community, subject to any duly adopted rule or regulation.

**Section 17. Sodding.** Upon completion of construction of the dwelling on each Lot, full sodding shall be installed from the front roadway to the rear of the Lot.

**Section 18. Driveways and Sidewalks.** During construction of the dwelling on each Lot, the Owner shall cause to be installed a driveway constructed of concrete or pavers, meeting applicable building codes and otherwise complying with the required specifications of the Architectural Control Committee. At the time of installation of the driveway for the dwelling, the Owner shall cause to be installed a four (4') foot wide concrete sidewalk, meeting applicable building codes and otherwise complying with the required specifications of the Architectural Control Committee. The sidewalk shall be installed in the easement reserved therefor within each Lot boundary which abuts a roadway, as required by the Plat of Pristine Place. Each Owner shall locate and construct said driveway and sidewalk in accordance with the plans, specifications approved by, and the other requirements of, the Architectural Control Committee.

Following construction, the Owner shall be responsible for maintaining the property, including, but not limited to, property encompassed by any easement from the Lot boundary to the beginning of the roadway abutting the Lot, including, but not limited to, the sidewalks, street gutters and the property between the sidewalk and the roadway, in compliance with the governing documents of the Association, including, but not limited to, rules and regulations promulgated by the Board of Directors. The Board of Directors is given specific authority to promulgate written rules and regulations regarding maintenance of the property, including, but not limited to, property encompassed by any easement, from the Lot boundary to the beginning of the roadway abutting the Lot, including, but not limited to, the sidewalks, street gutters and the property between the sidewalk and the roadway.

Section 19. **Compliance with County Governmental Requirements.** By acceptance of title to his Lot, each Owner shall be deemed conclusively to have received the following notices, as required by the Board of County Commissioners of Hernando County:

There is a special tax district for street lighting.

Noise Warning: An Airport Facility is located within a range of 1 to 4 miles of this project and this lot (or parcel) is subject to noise levels produced by low flying jet aircraft taking off and landing. Additional noise information may be obtained by contacting the Airport Manager of the Hernando County Airport.

Section 20. **Use Restrictions.** All proposed fence installations must be submitted to and approved by the Architectural Control Committee (ACC) prior to installation.

The following general guidelines will apply to all fences:

- 1) All fences are limited to chain link black or green vinyl clad with post, rails and gates of the same color as the fencing material. Silver, steel colored, or plain galvanized posts, rails and gates are not permitted.
- 2) Except for fencing on the perimeter of the community and maintained by the Association, no fence shall be erected or maintained on any Lot or Lots which exceed four (4) feet in height.
- 3) Fences shall only be permitted at or behind the rear building line of the structure upon each Lot.
- 4) Site plans must accompany all fence submissions to the ACC. Proposed fence locations must be clearly designated on all site plans. Site Plans that do not include proposed fence locations will not be approved.
- 5) Fences must be placed so the outside face of the fence is inside the property line. All fencing must be installed with the horizontal railings on the interior lot side of the fence.
- 6) That portion of fence closest to and running parallel with the street on both sides of the house must be planted on the exterior side with hedge materials of a height of four (4) feet to provide an effective visual screen.

The Association, through the Board of Directors, is given specific authority to promulgate additional written rules and regulations regarding use restrictions for fencing.

Section 21. **Leases.** Beginning with the date of recording this amendment, no Owner may lease his/her Property or any interest therein, or allow occupancy by a person other than the Owner and his or her immediate family without prior application submitted to, and consent of the Association's Board of Directors. All leases shall be in writing, and specifically subject to this

Declaration, the Articles of Incorporation and the By-Laws of the Association. No lease shall be for more than twelve (12) month or less than three (3) months, and every Owner shall be limited to no more than two rentals per year. Notice of any lease, together with such additional information as may be required by the Board of Directors, shall be given to the Board of Directors by the Owner not less than fifteen (15) days of execution of the lease. The Lessee cannot move into the Property until such time as the Lease Application fee has been paid, Lease Addendum has been executed, and Lease Application has been approved by the Association's Board of Directors. The Owner must make available to the lessee copies of the Association's governing documents. The Board of Directors may adopt reasonable rules regulating leasing and subleasing.

Section 22. **Decks and Above Ground Pools.** No decks or above ground pools are permitted on any lot.

## **ARTICLE VIII RULES AND REGULATIONS**

Section 1. **Compliance by Owners.** Every Owner shall comply with the covenants, conditions, and restrictions set forth herein; the Articles of Incorporation and the Bylaws of the Association; any and all rules and regulations adopted by the Board of Directors of the Association; any and all rules, standards, guidelines and procedures adopted by the Architectural Control Committee; and all applicable State, County and local ordinances.

Section 2. **Enforcement.** Failure of an Owner to comply with such covenants, conditions, restrictions, and rules and regulations shall subject the Owner to a fine levied by the Association, in its sole and absolute discretion, in an amount not to exceed One Hundred and no/100 Dollars (\$100.00) per violation. The aforementioned fine may be levied for each day such Owner fails to so comply; however, a fine shall not exceed \$1,000.00 in a 30 day period. To the extent the Owner fails to comply within the initial 30 day period, the Association may impose an additional fine not to exceed \$1,000.00 for every subsequent 30 day period up to and not to exceed \$5,000.00 in the aggregate. The violation shall be grounds for legal action by the Association, which may include, without limitation, an action to recover fines or other sums due for damages, an action for injunctive relief, or any combination thereof.

If the Lot Owner fails to pay to the Association any fine levied by the Association within thirty (30) days after demand for payment from the Association, the amount of such fine shall constitute a lien upon such Lot, together with interest thereon and costs of collection of same, including reasonable attorney's fees, and shall be enforceable as with other liens for unpaid assessments, as provided in Article IV. The prevailing party in any such legal action shall also be entitled to recover his costs and attorney's fees incurred in bringing such action, and if necessary, costs and attorneys' fees for appellate review. Additionally, the Association, through its Board of Directors, shall be entitled to suspend the voting rights and the use of the Common Area of any Owner or such Owner's Lot in the event that such Owner is more than ninety (90) days delinquent in payment of any assessment or other monetary obligation owed to the Association.

## **ARTICLE IX GENERAL PROVISIONS**

Section 1. **Duration.** The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Architectural Control Committee, the Association, or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of twenty five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by the affirmative vote of ninety percent (90%) of the Unit Owners voting in person or by proxy at a meeting duly noticed and called for such purpose. This Declaration may be amended as provided in Section 5 of this Article IX.

Section 2. **Notice.** Any notice required to be sent to any Member or Owner under the Provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing. The Association may demand of each Owner a sworn statement of the Owner's address for notices and service of process.

Section 3. **Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover the damages, and against the land to enforce any lien created by these covenants. Failure of the Association or any Owner to enforce any covenant or restriction herein contained shall, in no event, be deemed to be a waiver of the right to do so thereafter. These covenants and restrictions may be enforced by the Architectural Control Committee, the Association, or any Owner of property which is subject to these covenants and conditions. In the event legal action is taken to enforce the covenants and restrictions provided herein, the prevailing party shall be entitled to recover the costs of such action, including attorneys' fees, and appellate costs and attorneys' fees, if necessary.

Section 4. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 5. **Amendment.** The provisions of this Declaration may be amended, changed, added to, derogated from, or deleted at any time upon an affirmative vote of two-thirds (2/3) of the total votes cast at a duly noticed meeting of the membership at which a quorum is present by certificate of amendment executed by the President and attested to by the Secretary of the Association with the formalities of a deed. Any amendment of this Declaration which affects the Common Area identified as the surface water management system, including the water management portion of the Common Areas, must have prior written approval by the Southwest Florida Water Management District. Any amendment must be recorded in the public records of Hernando County, Florida.

Section 6. **Notice to Lenders.** Upon written request to the Association, identifying the name and address of the mortgage holder, insurer or grantor and the Lot number and address, any such mortgage holder, insurer or grantor will be entitled to timely written notice of:

A. Any condemnation loss or any casualty loss which materially and adversely affects a material portion of the Properties or any Lot on which there is a first mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor, as applicable;

B. Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor, which remains delinquent for a period of sixty (60) days;

C. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

D. Any proposed action which would require the consent of a specific percentage of mortgage holders.

Section 7. **Association Information.** Upon request, during normal business hours or under other reasonable circumstances, the Association shall make available to Owners and lenders, and to holders, insurers or guarantors of any first mortgage, upon payment of the reasonable costs thereof, current copies of this Declaration, the Articles of Incorporation and Bylaws of the Association, any rules and regulations concerning the Properties, and the books, records and financial statements, for the immediately preceding fiscal year, of the Association.

Upon the conveyance of any Lot by the Owners thereof the grantor/owner shall deliver to grantee/owner a complete copy of this Declaration and the Articles of Incorporation, Bylaws, rules and regulations of the Association and the grantee/Owner shall immediately provide the Association with its name and a sworn statement of its address for notices and service of process.

Section 8. **Effective Date.** This Declaration shall be effective from and after the date hereof, notwithstanding that it has been or may be executed or recorded in the public records of Hernando County, Florida, at a later date.

Section 9. **Encroachment Easements.** In the event that any improvement shall encroach upon any of the Common Area, or upon any Lot, or in the event that any Common Area or Lot shall encroach upon any improvements, then an easement shall exist to the extent of accommodating and abating that encroachment, for so long as the encroachment shall exist.

Section 10. **Southwest Florida Water Management District** has the right to take enforcement measures, including a civil action for injunction and/or penalties against the Association to compel it to correct any outstanding problems with the surface water management systems facilities. If the Association ceases to exist, all of the lot owners shall be jointly and severally responsible for the operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility as provided for by law.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTIES**

PRISTINE PLACE PHASE I, according to the plat thereof recorded in Plat Book 24, at page 12, of the public records of Hernando County, Florida, being more particularly described as follows:

A PORTION OF SECTIONS 10, 15 AND 22, TOWNSHIP 23 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 23 SOUTH, RANGE 18 EAST; THENCE NORTH 89° 42' 24" WEST, ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 853.81 FEET; THENCE SOUTH 00° 09' 38" WEST, 55.00 FEET, TO THE POINT OF BEGINNING. SAID POINT OF BEGINNING ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF PROPOSED POWELL ROAD AND THE WEST RIGHT-OF-WAY LINE OF PROPOSED ANDERSON-SHOW ROAD; THENCE SOUTH 00° 09' 38" WEST, ALONG LAST SAID LINE 4,428.43 FEET; THENCE CONTINUE ALONG SAID PROPOSED RIGHT-OF-WAY LINE BY A CURVE TO THE LEFT HAVING A RADIUS OF 928.77 FEET, A DELTA ANGLE OF 18° 36' 28" AND AN ARC DISTANCE OF 302.17 FEET, A CHORD BEARING SOUTH 09° 09' 38" EAST, 300.84 FEET; THENCE NORTH 89° 48' 05" WEST, 188.86 FEET, THENCE SOUTH 00° 10' 55" WEST, 552.98 FEET; THENCE, BY A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 132° 00' 34" AND AN ARC DISTANCE OF 115.20 FEET, A CHORD BEARING SOUTH 85° 48' 22" EAST, 81.38 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SPRING HILL DRIVE, (A 100 FOOT RIGHT-OF-WAY, AS NOW ESTABLISHED); THENCE SOUTH 48° 10' 21" WEST, ALONG LAST SAID LINE, 412.84 FEET, TO THE EAST LINE OF SPRING HILL UNIT 24, AS RECORDED IN PLAT BOOK 10, PAGES 53 THROUGH 80, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE NORTH 00° 40' 18" EAST, ALONG LAST SAID LINE, 2,688.03 FEET, TO THE NORTHEAST CORNER OF SAID SPRING HILL UNIT 24; THENCE SOUTH 89° 18' 57" WEST, ALONG THE NORTH LINE OF SAID SPRING HILL UNIT 24, A DISTANCE OF 80.00 FEET; THENCE NORTH 00° 43' 03" WEST, 160.00 FEET; THENCE SOUTH 89° 18' 57" WEST, 71.74 FEET; THENCE NORTH 00° 43' 03" WEST, 50.00 FEET; THENCE BY A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00', A DELTA ANGLE OF 90° 52' 41", AN ARC DISTANCE OF 39.85 FEET, A CHORD BEARING NORTH 49° 18' 42" WEST, 35.63 FEET; THENCE NORTH 00° 09' 38" EAST, 122.53 FEET; THENCE SOUTH 89° 50' 22" EAST, 145.00 FEET; THENCE NORTH 00° 09' 38" EAST, 256.55 FEET; THENCE NORTH 04° 58' 57" WEST, 111.51 FEET; THENCE NORTH 28° 58' 50" WEST, 212.54 FEET; THENCE NORTH 42° 58' 25" WEST, 80.03 FEET; THENCE NORTH 44° 50' 22" WEST, 1,069.83 FEET; THENCE, BY A CURVE TO THE LEFT HAVING A RADIUS OF 370.00 FEET, A DELTA ANGLE 44° 52' 04", AN ARC DISTANCE OF 289.74 FEET AND A CHORD BEARING NORTH 67° 18' 24" WEST, 282.40 FEET; THENCE NORTH 89° 42' 24" WEST, 269.73 FEET; THENCE NORTH 00° 17' 36" EAST, 45.00 FEET; THENCE NORTH 89° 42' 24" WEST, 185.00 FEET; THENCE SOUTH 00° 17' 36" WEST, 45.00 FEET; THENCE, BY A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2,520.00 FEET, A DELTA ANGLE OF 20° 55' 10", AN ARC DISTANCE OF 920.08 FEET AND A CHORD BEARING NORTH 78° 08' 04" WEST, 814.88 FEET; THENCE NORTH 21° 52' 37" EAST, 120.40 FEET; THENCE NORTH 68° 07' 23" WEST, 50.00 FEET; THENCE SOUTH 21° 52' 37" WEST, 120.40 FEET; THENCE, BY A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2,520.00 FEET, A DELTA ANGLE OF 10° 27' 37", AN ARC DISTANCE OF 480.07 FEET, A CHORD BEARING NORTH 62° 18' 28" WEST, 458.43 FEET; THENCE SOUTH 32° 54' 21" WEST, 145.00 FEET; THENCE, BY A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2,885.00 FEET, A DELTA ANGLE OF 05° 00' 24", AN ARC DISTANCE OF 232.87 FEET AND A CHORD BEARING NORTH 54° 35' 27" WEST, 232.80 FEET; THENCE NORTH 37° 54' 45" EAST, 145.00 FEET; THENCE, BY A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2,520.00 FEET, A DELTA ANGLE OF 04° 18' 13", AN ARC DISTANCE OF 180.01 FEET AND A CHORD BEARING NORTH 49° 55' 39" WEST, 189.97 FEET; THENCE, BY A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 5,885.78 FEET, A DELTA ANGLE OF 00° 54' 51", AN ARC DISTANCE OF 94.07 FEET AND A CHORD BEARING NORTH 51° 08' 10" EAST, 94.07 FEET; THENCE NORTH 38° 19' 15" WEST, 50.00 FEET; THENCE, BY A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 5,845.78 FEET, A DELTA ANGLE OF 00° 59' 08", AN ARC DISTANCE OF 100.51 FEET AND A CHORD BEARING SOUTH 51° 10' 18" WEST, 100.51 FEET; THENCE NORTH 36° 05' 34" WEST, 145.23 FEET; THENCE SOUTH 52° 00' 41" WEST, 80.05 FEET; THENCE SOUTH 52° 48' 12" WEST, 80.02 FEET; THENCE SOUTH 53° 54' 26" WEST, 270.00 FEET; THENCE NORTH 36° 05' 34" WEST, 148.31 FEET; THENCE SOUTH 50° 42' 18" WEST, 23.39 FEET; THENCE NORTH 36° 05' 34" WEST, 50.00 FEET; THENCE NORTH 53° 54' 26" EAST, 88.88 FEET; THENCE, BY A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90° 00' 00", AN ARC DISTANCE OF 38.27 FEET AND A CHORD BEARING NORTH 08° 54' 28" EAST, 35.38 FEET; THENCE NORTH 53° 54' 26" EAST, 50.00 FEET; THENCE NORTH 36° 05' 34" WEST, 120.10 FEET; THENCE NORTH 53° 42' 50" EAST, 145.00 FEET; THENCE NORTH 36° 05' 34" WEST, 185.43 FEET; THENCE SOUTH 89° 42' 12" EAST, 278.47 FEET; THENCE NORTH 53° 54' 28" EAST, 788.84 FEET; THENCE, BY A CURVE TO THE LEFT, HAVING A RADIUS OF 1,855.00 FEET, A DELTA ANGLE OF 13° 41' 37", AN ARC DISTANCE 395.84 FEET AND A CHORD BEARING SOUTH 41° 22' 21" EAST, 384.60 FEET; THENCE NORTH 40° 52' 48" EAST, 200.03 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF PROPOSED POWELL ROAD; THENCE, BY A NON-TANGENT CURVE TO THE LEFT ALONG LAST SAID LINE, HAVING A RADIUS OF 1,455.00 FEET, A DELTA ANGLE OF 41° 36' 41", AN ARC DISTANCE OF 1,058.70 FEET AND A CHORD BEARING SOUTH 68° 54' 04" EAST, 1,033.83 FEET; THENCE, CONTINUE ALONG SAID SOUTHERLY PROPOSED RIGHT-OF-WAY LINE, SOUTH 89° 42' 24" EAST, 2,028.86 FEET, TO THE POINT OF BEGINNING;

CONTAINING 146.122 ACRES, MORE OR LESS,

Less and except those portions thereof dedicated and conveyed to the public and Hernando County, Florida, in accordance with or pursuant to said plat.

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And, in addition to the foregoing, pursuant to that certain "Amendment to Declaration of Covenants, Conditions and Restrictions, As Amended, Annexing Pristine Place Phase IIA," recorded on September 26, 1996 in Official Records Book 1088, Page 303 of Hernando County, Florida, the following:

THE UNDERSIGNED OWNER OF THE LANDS SHOWN ON THIS PLAT TO BE KNOWN AS "PRISTINE PLACE PHASE 2A" A PARCEL OF LAND LYING IN AND BEING A PART OF SECTION 15, TOWNSHIP 23 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF LOT 2, BLOCK P, PRISTINE PLACE, PHASE 1 AS RECORDED IN PLAT BOOK 24, PAGES 12 THRU 18, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, SAID CORNER ALSO BEING ON THE NORTH BOUNDARY OF SPRING HILL, UNIT 24 AS RECORDED IN PLAT BOOK 10, PAGES 53 THRU 60, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE S 89° 17' 27" W, ALONG SAID NORTH BOUNDARY, 389.67 FEET; THENCE N 04° 23' 40" E, 116.68 FEET; THENCE N 64° 29' 15" E, 18.04 FEET; THENCE N 01° 23' 41" E, 130.04 FEET; THENCE N 17° 14' 23" E, 200.18 FEET; THENCE S 83° 32' 52" E, 204.05 FEET; THENCE S 00° 09' 38" W, 60.85 FEET TO THE NORTHWEST CORNER OF LOT 15, BLOCK F OF SAID PRISTINE PLACE, PHASE 1; THENCE, ALONG THE WESTERLY BOUNDARY OF SAID PRISTINE PLACE, PHASE 1, THE FOLLOWING 5 COURSES: (1) S 00° 09' 38" W, 122.53 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A DELTA OF 90° 52' 41", A RADIUS OF 25.00 FEET, A CHORD BEARING OF S 45° 16' 42" E AND A CHORD OF 35.63 FEET; (2) THENCE, ALONG THE ARC OF SAID CURVE, 39.65 FEET TO THE POINT OF TANGENCY; (3) THENCE S 00° 43' 03" E, 50.00 FEET; (4) THENCE N 89° 16' 57" E, 71.74 FEET; (5) THENCE S 00° 43' 03" E, 160.00 FEET TO THE POINT OF BEGINNING CONTAINING 2.95 ACRES, MORE OR LESS.

And, in addition to the foregoing, pursuant to that certain "Amendment to Declaration of Covenants, Conditions and Restrictions, As Amended, Annexing Pristine Place Phase II," recorded on March 13, 1997 in Official Records Book 1113, Page 1810 of Hernando County, Florida, and re-recorded on March 19, 1997 in Official Records Book 1114, Page 1877 of Hernando County, Florida, the following:

THE UNDERSIGNED OWNER OF THE LANDS SHOWN ON THIS PLAT TO BE KNOWN AS "PRISTINE PLACE PHASE TWO", A SUBDIVISION OF A PORTION OF SECTION 15, TOWNSHIP 23 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF LOT 3, PRISTINE PLACE, PHASE 2A, AS RECORDED IN PLAT BOOK 30, PAGES 1 AND 2, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA SAID CORNER BEING ON THE NORTH BOUNDARY OF SPRING HILL, UNIT 24, AS RECORDED IN PLAT BOOK 10, PAGES 53 THROUGH 60, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE S 89° 17' 27" W, ALONG SAID NORTH BOUNDARY, 1350.16 FEET; THENCE N 22° 34' 32" E 854.32 FEET; THENCE N 00° 09' 38" E 360.00 FEET; THENCE N 00° 50' 12" E 60.38 FEET; THENCE N 05° 55' 35" E 60.30 FEET; THENCE N 25° 42' 37" E 83.44 FEET; THENCE N 45° 12' 32" E 83.04 FEET; THENCE N 59° 29' 10" E 90.13 FEET; THENCE N 81° 59' 58" E 73.02 FEET; THENCE N 89° 48' 14" E 189.14 FEET; THENCE N 31° 39' 14" E 285.93 FEET TO A POINT ON THE WESTERLY BOUNDARY OF PRISTINE PLACE, PHASE 1, AS RECORDED IN PLAT BOOK 24, PAGES 12 THROUGH 18, PUBLIC RECORD OF HERNANDO COUNTY, FLORIDA; THENCE, ALONG SAID WESTERLY BOUNDARY, THE FOLLOWING SIX (6) COURSES; (1) S 44° 50' 22" E 990.16 FEET; (2) S 42° 58' 25" E 90.05 FEET; (3) S 26° 58' 50" E 212.54 FEET; (4) S 04° 59' 57" E 111.51 FEET; (5) S 00° 09' 38" W 256.55 FEET; (6) N 89° 50' 22" W 145.00 FEET TO A POINT ON THE BOUNDARY OF SAID PRISTINE PLACE, PHASE 2A; THENCE, ALONG SAID BOUNDARY, THE FOLLOWING SIX (6) COURSES; (1) N 00° 09' 38" E 60.85 FEET; (2) N 83° 32' 52" W 204.05 FEET; (3) S 17° 14' 23" W 200.18 FEET; (4) S 01° 23' 41" W 130.04 FEET; (5) S 64° 29' 15" W 18.04 FEET; (6) S 04° 23' 39" W 116.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 43.72 ACRES, MORE OR LESS.

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And, in addition to the foregoing, pursuant to that certain "Supplement to Declaration of Easements, Covenants, Conditions and Restrictions for Pristine Place Adding Pristine Place Phase Three Thereto," recorded on November 1, 1999 in Official Records Book 1301, Page 1023 of Hernando County, Florida, and that certain "Corrective Supplement to Declaration of Easements, Covenants, Conditions and Restrictions, As Amended Annexing Pristine Place Phase Three Thereto," recorded on November 24, 2004 in Official Records Book 1933, Page 1559 of Hernando County, Florida, the following:

THE UNDERSIGNED OWNER OF THE LANDS SHOWN ON THIS PLAT TO BE KNOWN AS "PRISTINE PLACE PHASE THREE", A SUBDIVISION OF A PORTION OF SECTION 15, TOWNSHIP 23 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS BEGIN AT THE SOUTHWEST CORNER OF PRISTINE PLACE, PHASE TWO, AS RECORDED IN PLAT BOOK 30, PAGES 32 AND 33, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA SAID CORNER BEING ON THE NORTH BOUNDARY OF SPRING HILL, UNIT 24, AS RECORDED IN PLAT BOOK 10, PAGES 53 THROUGH 60, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE S 89° 17' 27" W, ALONG SAID NORTH BOUNDARY, 1108.79 FEET; THENCE N 40° 06' 58" E 140.18 FEET; THENCE N 37° 09' 11" E 124.46 FEET; THENCE N 16° 09' 15" E 141.46 FEET; THENCE N 00° 05' 07" W 127.02 FEET; THENCE N 01° 05' 46" W 115.42 FEET; THENCE N 02° 37' 38" E 114.05 FEET; THENCE N 15° 39' 45" E 114.03 FEET; THENCE N 27° 39' 22" E 114.30 FEET; THENCE N 09° 53' 39" E 74.83 FEET; THENCE N 05° 27' 46" W 131.17 FEET; THENCE N 25° 14' 58" W 129.99 FEET; THENCE N 33° 45' 59" W 105.07 FEET; THENCE S 68° 07' 23" E 83.11 FEET; THENCE S 58° 27' 50" E 301.61 FEET; THENCE N 68° 09' 22" E 116.29 FEET; THENCE N 78° 23' 04" E 128.64 FEET; THENCE N 00° 09' 38" E 227.72 FEET; THENCE N 11° 44' 45" W 91.98 FEET; THENCE N 05° 41' 38" W 113.99 FEET; THENCE N 22° 52' 34" E 96.98 FEET; THENCE N 02° 26' 23" E 93.66 FEET; THENCE N 24° 20' 40" W 108.34 FEET; THENCE N 58° 35' 11" W 106.31 FEET TO A POINT ON THE CURVED SOUTH BOUNDARY OF PRISTINE PLACE, PHASE 1, AS RECORDED IN PLAT BOOK 24, PAGES 12 THROUGH 18, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 2520.00 FEET, A DELTA OF 14° 21' 51" AND A CHORD OF S 82° 25' 43" E 630.12 FEET; THENCE, ALONG THE ARC OF SAID CURVE, 631.77 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID BOUNDARY THE FOLLOWING SIX (6) COURSES: (1) N 00° 17' 36" E 45.00 FEET; (2) S 89° 42' 24" E 195.00 FEET; (3) S 00° 17' 36" W 45.00 FEET; (4) S 89° 42' 24" E 269.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 370.00 FEET, A DELTA OF 44° 52' 02" AND A CHORD OF S 67° 16' 23" E 282.39 FEET; (5) ALONG THE ARC OF SAID CURVE, 289.74 FEET TO THE POINT OF TANGENCY; (6) S 44° 50' 22" E 79.67 FEET TO THE NORTHWEST CORNER OF SAID PRISTINE PLACE, PHASE TWO, THENCE, ALONG THE WESTERLY BOUNDARY OF SAID PRISTINE PLACE, PHASE TWO, THE FOLLOWING TEN (10) COURSES: (1) S 31° 39' 14" W 285.93 FEET; (2) S 89° 48' 14" W 189.14 FEET; (3) S 81° 59' 58" W 73.02 FEET; (4) S 59° 29' 10" W 90.13 FEET; (5) S 45° 12' 32" W 83.04 FEET; (6) S 25° 42' 37" W 83.44 FEET; (7) S 05° 55' 35" W 60.30 FEET; (8) S 00° 50' 12" W 60.38 FEET; (9) S 00° 09' 38" W 360.00 FEET; (10) S 22° 34' 32" W 854.32 FEET TO THE POINT OF BEGINNING

CONTAINING 47.08 ACRES, MORE OR LESS

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And, in addition to the foregoing, pursuant to that certain "Amendment to Declaration of Easements, Covenants, Conditions and Restrictions, As Amended, and Annexing Pristine Place Phase IV," recorded on February 8, 2001 in Official Records Book 1393, Page 1753 of Hernando County, Florida, the following:

THE UNDERSIGNED OWNER OF THE LANDS SHOWN ON THIS PLAT TO BE KNOWN AS "PRISTINE PLACE PHASE FOUR", A SUBDIVISION OF A PORTION OF SECTION 15, TOWNSHIP 23 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE N 00° 10' 34" E, ALONG THE WEST BOUNDARY OF SAID NORTHWEST 1/4, 136.34 FEET; THENCE S 89° 49' 26" E 171.64; THENCE S 27° 05' 18" E 123.67 FEET; THENCE S 80° 08' 22" E 186.73 FEET; THENCE S 86° 58' 12" E 90.19 FEET; THENCE N 08° 20' 15" E 97.74 FEET; THENCE N 00° 42' 33" W 182.50 FEET; THENCE N 00° 47' 37" E 99.02 FEET; THENCE N 05° 28' 12" E 100.12 FEET; THENCE N 10° 16' 25" E 100.20 FEET; THENCE N 15° 04' 50" E 100.27 FEET; THENCE N 12° 17' 52" E 111.58 FEET; THENCE N 10° 35' 37" E 98.88 FEET; THENCE 05° 45' 19" E 99.83 FEET; THENCE N 01° 04' 00" E 97.12 FEET; THENCE N 00° 15' 29" W 141.58 FEET; THENCE S 78° 54' 16" E 121.91 FEET; THENCE N 75° 07' 22" E 184.26 FEET; THENCE N 32° 54' 56" E 16.48 FEET; THENCE N 25° 32' 57" E 86.17 FEET; THENCE N 22° 13' 58" E 189.24 FEET; THENCE N 84° 28' 44" W 149.65 FEET; THENCE N 80° 53' 49" W 270.98 FEET; THENCE N 01° 58' 38" W 270.30 FEET; THENCE N 00° 08' 52" W 303.17 FEET TO THE CURVED SOUTHERLY BOUNDARY OF PRISTINE PLACE PHASE ONE, AS RECORDED IN PLAT BOOK 24, PAGES 12 THROUGH 18, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2520.00 FEET, A DELTA OF 02° 37' 48", A CHORD BEARING OF S 50° 48' 22" E AND A CHORD OF 115.64 FEET; THENCE, ALONG THE ARC OF SAID CURVED SOUTHERLY BOUNDARY, 115.65 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING EIGHT (8) COURSES: (1) S 37° 54' 45" W 145.00 FEET TO A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2865.00 FEET, DELTA OF 05° 00' 24", A CHORD BEARING OF S 54° 35' 27" E AND A CHORD OF 232.80 FEET; THENCE, ALONG THE ARC OF SAID CURVE, (2) 232.87 FEET, (3) N 32° 54' 21" E 145.00 FEET TO A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2520.00 FEET, A DELTA OF 10° 27' 37", A CHORD BEARING OF S 82° 19' 28" E AND A CHORD OF 459.43 FEET; THENCE, ALONG THE ARC OF SAID CURVE, (4) 480.07 FEET, (5) N 21° 52' 37" E 120.40 FEET, (6) S 88° 07' 23" E 50.00 FEET, (7) S 21° 52' 37" W 120.40 FEET TO A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2520.00 FEET, A DELTA OF 08° 33' 26", A CHORD BEARING OF S 71° 58' 33" E AND A CHORD OF 288.25 FEET; THENCE, ALONG THE ARC OF SAID CURVE, (8) 288.41 FEET TO THE WESTERLY BOUNDARY OF PRISTINE PLACE PHASE THREE, AS RECORDED IN PLAT BOOK 31, PAGES 49 AND 50, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE, ALONG SAID WESTERLY BOUNDARY, THE FOLLOWING TWENTYTHREE (23) COURSES: (1) S 58° 35' 11" E 108.31 FEET, (2) S 24° 20' 40" E 108.34 FEET, (3) S 02° 28' 23" W 93.68 FEET, (4) S 22° 52' 34" W 96.98 FEET, (5) S 05° 41' 38" E 113.99 FEET, (6) S 11° 44' 45" E 91.98 FEET, (7) S 00° 09' 38" W 227.72 FEET, (8) S 78° 23' 04" W 128.84 FEET, (9) S 88° 09' 22" W 116.29 FEET, (10) N 58° 27' 50" W 301.61 FEET, (11) N 88° 07' 23" W 83.11 FEET, (12) S 33° 45' 59" E 105.07 FEET, (13) S 25° 14' 58" E 129.99 FEET, (14) S 05° 27' 46" E 131.17 FEET, (15) S 09° 53' 39" W 74.83 FEET, (16) S 27° 39' 22" W 114.30 FEET, (17) S 15° 39' 45" W 114.03 FEET, (18) S 02° 37' 38" W 114.05 FEET, (19) S 01° 05' 46" E 115.42 FEET, (20) S 00° 05' 07" E 127.02 FEET, (21) S 16° 09' 15" W 141.48 FEET, (22) S 37° 09' 11" W 124.46 FEET, (23) S 40° 08' 58" W 140.18 FEET TO THE NORTH BOUNDARY OF SPRING HILL, UNIT 24, AS RECORDED IN PLAT BOOK 10, PAGES 53 THROUGH 80, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE S 88° 17' 27" W, ALONG SAID NORTH BOUNDARY, 1087.28 FEET TO THE NORTHWEST CORNER OF SAID SPRING HILL, UNIT 24 AND THE WEST BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE N 00° 51' 10" W, ALONG SAID WEST BOUNDARY, 386.64 FEET TO THE POINT OF BEGINNING.

And, in addition to the foregoing, pursuant to that certain "Amendment to Declaration of Easements, Covenants, Conditions and Restrictions, As Amended, and Annexing Pristine Place Phase V Thereto," recorded on March 28, 2002 in Official Records Book 1515, Page 656 of Hernando County, Florida, the following:

THE UNDERSIGNED OWNER OF THE LANDS SHOWN ON THIS PLAT TO BE KNOWN AS "PRISTINE PLACE PHASE FIVE", A SUBDIVISION OF A PORTION OF SECTION 15, TOWNSHIP 23 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE N 00° 10' 34" E, ALONG THE WEST BOUNDARY OF SAID NORTHWEST 1/4, 136.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00° 10' 34" E, ALONG SAID WEST BOUNDARY, 1846.01 FEET; THENCE N 77° 22' 57" E 77.21 FEET; THENCE N 58° 11' 36" E 93.28 FEET TO THE BOUNDARY OF PRISTINE PLACE PHASE ONE AS RECORDED IN PLAT BOOK 24, PAGES 12 THROUGH 18, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID PRISTINE PLACE PHASE ONE THE FOLLOWING EIGHT (8) COURSES: (1) N 53° 54' 26" E 270.00 FEET, (2) N 52° 48' 12" E 90.02 FEET, (3) N 52° 00' 41" E 90.05 FEET (4) S 36° 05' 34" E 145.23 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 5845.76 FEET, A DELTA OF 00° 59' 06", A CHORD BEARING OF N 51° 10' 18" E AND A CHORD OF 100.51 FEET, (5) THENCE ALONG THE ARC OF SAID CURVE, 100.51 FEET, (6) S 39° 19' 15" E 50.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 5895.76 FEET, A DELTA OF 00° 54' 51", A CHORD BEARING OF S 51° 08' 10" W AND A CHORD OF 94.07 FEET, (7) THENCE ALONG THE ARC OF SAID CURVE 94.07 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2520.00 FEET, A DELTA OF 01° 41' 27", A CHORD BEARING OF S 48° 36' 46" E AND A CHORD OF 74.36 FEET, (8) THENCE ALONG THE ARC OF SAID CURVE 74.37 FEET TO THE BOUNDARY OF PRISTINE PLACE PHASE FOUR AS RECORDED IN PLAT BOOK 32, PAGES 24 AND 25, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID PRISTINE PLACE PHASE FOUR THE FOLLOWING TWENTY-FOUR (24) COURSES: (1) S 00° 08' 52" E 303.17 FEET, (2) S 01° 56' 36" E 270.30 FEET, (3) S 80° 53' 49" E 270.98 FEET, (4) S 64° 28' 44" E 149.65 FEET, (5) S 22° 13' 58" W 189.24 FEET, (6) S 25° 32' 57" W 86.17 FEET, (7) S 32° 54' 56" W 16.48 FEET, (8) S 75° 07' 22" W 184.26 FEET, (9) N 78° 54' 16" W 121.91 FEET, (10) S 00° 15' 29" E 141.58 FEET, (11) S 01° 04' 00" W 97.12 FEET, (12) S 05° 45' 19" W 99.83 FEET, (13) S 10° 35' 37" W 98.88 FEET, (14) S 12° 17' 52" W 111.58 FEET, (15) S 15° 04' 50" W 100.27 FEET, (16) S 10° 16' 25" W 100.20 FEET, (17) S 05° 28' 12" W 100.12 FEET, (18) S 00° 47' 37" W 99.02 FEET, (19) S 00° 42' 33" E 182.50 FEET, (20) S 66° 20' 15" W 97.74 FEET, (21) N 86° 50' 12" W 90.19 FEET, (22) N 80° 08' 22" W 186.73 FEET, (23) N 27° 05' 18" W 123.67 FEET, (24) N 89° 49' 26" W 171.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 35.29 ACRES, MORE OR LESS.

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And, in addition to the foregoing, pursuant to that certain "Corrective Amendment to Declaration of Easements, Covenants, Conditions and Restrictions, As Amended Annexing Pristine Place Phase V Thereto," recorded on November 24, 2004 in Official Records Book 1933, Page 1564 of Hernando County, Florida, the following:

THE UNDERSIGNED OWNER OF THE LANDS SHOWN ON THIS PLAT TO BE KNOWN AS "PRISTINE PLACE PHASE FIVE", A SUBDIVISION OF A PORTION OF SECTION 15, TOWNSHIP 23 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE N 00° 10' 34" E. ALONG ~~THE WEST BOUNDARY OF SAID NORTHWEST 1/4, 136.34 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE N 00° 10' 34" E. ALONG SAID WEST BOUNDARY, 1846.01 FEET; THENCE N 77° 22' 57" E 77.21 FEET; THENCE N 58° 11' 36" E 93.28 FEET TO THE BOUNDARY OF PRISTINE PLACE PHASE ONE AS RECORDED IN PLAT BOOK 24, PAGES 12 THROUGH 18, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID PRISTINE PLACE PHASE ONE THE FOLLOWING EIGHT (8) COURSES: (1) N 53° 54' 26" E 270.00 FEET, (2) N 52° 48' 12" E 90.02 FEET, (3) N 52° 00' 41" E 90.05 FEET (4) S 36° 05' 34" E 145.23 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 5845.76 FEET, A DELTA OF 00° 59' 06", A CHORD BEARING OF N 51° 10' 18" E AND A CHORD OF 100.51 FEET, (5) 100.51 FEET ALONG THE ARC OF SAID CURVE, (6) S 39° 19' 15" E 50.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 5895.76 FEET, A DELTA OF 00° 54' 51", A CHORD BEARING OF S 51° 08' 10" W AND A CHORD OF 94.07 FEET, (7) 94.07 FEET ALONG THE ARC OF SAID CURVE TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2520.00 FEET, A DELTA OF 01° 41' 27", A CHORD BEARING OF S 48° 36' 46" E AND A CHORD OF 74.36 FEET, (8) 74.37 FEET ALONG THE ARC OF SAID CURVE TO THE BOUNDARY OF PRISTINE PLACE PHASE FOUR AS RECORDED IN PLAT BOOK 32, PAGES 24 AND 25, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID PRISTINE PLACE PHASE FOUR THE FOLLOWING TWENTY-FOUR (24) COURSES: (1) S 00° 08' 52" E 303.17 FEET, (2) S 01° 56' 36" E 270.30 FEET, (3) S 80° 53' 49" E 270.98 FEET, (4) S 64° 28' 44" E 149.65 FEET, (5) S 22° 13' 58" W 189.24 FEET, (6) S 25° 32' 57" W 86.17 FEET, (7) S 32° 54' 56" W 16.48 FEET, (8) S 75° 07' 22" W 184.26 FEET, (9) N 76° 54' 16" W 121.91 FEET, (10) S 00° 15' 29" E 141.58 FEET, (11) S 01° 04' 00" W 97.12 FEET, (12) S 05° 45' 19" W 99.83 FEET, (13) S 10° 35' 37" W 98.88 FEET, (14) S 12° 17' 52" W 111.58 FEET, (15) S 15° 04' 50" W 100.27 FEET, (16) S 10° 16' 25" W 100.20 FEET, (17) S 05° 28' 12" W 100.12 FEET, (18) S 00° 47' 37" W 99.02 FEET, (19) S 00° 42' 33" E 182.50 FEET, (20) S 66° 20' 15" W 97.74 FEET, (21) N 86° 58' 12" W 90.19 FEET, (22) N 80° 08' 22" W 186.73 FEET, (23) N 27° 05' 18" W 123.67 FEET, (24) N 89° 49' 26" W 171.64 FEET TO THE POINT OF BEGINNING.~~

CONTAINING 35.29 ACRES, MORE OR LESS.

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And, in addition to the foregoing, pursuant to that certain "Supplement to Declaration of Easements, Covenants, Conditions and Restrictions for Pristine Place Adding Pristine Place Phase VI Thereto," recorded on December 2, 2004 in Official Records Book 1936, Page 921 of Hernando County, Florida, the following:

A parcel of land lying in and being a part of the Northeast 1/4 of Section 16, Township 23 South, Range 18 East and the Northwest 1/4 of Section 15, Township 23 South, Range 18 East, Hernando County Florida, and being more particularly described as follows:

For a **POINT OF BEGINNING** commence at the Northeast corner of the Northeast 1/4 of said Section 16, said point also being the Northwest corner of the Northwest 1/4 of said Section 15, thence along the North Boundary of said Northwest 1/4 South 89°42'12" East, a distance of 69.89 feet to the Northwest corner of Parcel "A" of Pristine Place Phase 1, as recorded in the Plat Book 24, pages 12 through 18, of the Public Records of Hernando County, Florida, thence along the Westerly Boundary of said Pristine Place Phase 1, South 36°05'34" East, a distance of 188.43 feet, thence South 53°42'50" West, a distance of 145.00 feet, thence South 36°05'34" East, a distance of 120.10 feet, thence South 53°54'26" W, a distance of 50.00 feet to the beginning of a curve concave Northwesterly having a radius of 25.00 feet, a Delta of 90°00'00", a Chord distance of 35.36 feet and a Chord bearing of South 08°54'26" West, thence along the Arc of said curve, a distance of 39.27 feet to the **POINT OF TANGENCY**:

Thence South 53°54'26" West, a distance of 86.69 feet,  
Thence South 36°05'34" East, a distance of 50.00 feet,  
Thence North 53°54'26" East, a distance of 23.36 feet,  
Thence South 36°05'34" East, a distance of 145.00 feet to the  
Northwesterly corner of Lot 58 of Pristine Place Phase Five, as recorded  
in Plat Book 33, pages 1 and 2, of the Public Records of Hernando  
County, Florida,  
Thence along the Northerly Boundary of said Pristine Place Phase Five,  
South 58°11'36" West, a distance of 93.28 feet,  
Thence South 77°22'57" West, a distance of 77.21 feet to the Northwest  
corner of Lot 56 of said Pristine Place Phase Five, said corner also being  
the Southeast corner of the North 1/2 of the Northeast 1/4 of the Northeast 1/4  
of said Section 16,  
Thence along the South Boundary of said North 1/2, North 89°43'33"  
West, a distance of 1324.34 feet to the Southwest corner of said North 1/2,  
Thence along the West boundary of said North 1/2 North 00°04'09" East, a  
distance of 661.67 feet to the Northwest corner of the Northeast 1/4 of the  
Northeast 1/4 of the said Section 16,  
Thence along the North Boundary of said Northeast 1/4, South 89°41'17"  
East, a distance of 1325.57 feet to the **POINT OF BEGINNING**.

**EXHIBIT "B-1"**  
**LEGAL DESCRIPTION OF COMMON AREA**

Parcel "G" and Parcel "H", PRISTINE PLACE PHASE I, according to the plat thereof recorded in Plat Book 24, at page 12, of the public records of Hernando County, Florida.

**EXHIBIT "B-2"**  
**LEGAL DESCRIPTION OF COMMON AREA**  
**(COUNTRY CLUB SITE)**

A PARCEL OF LAND LYING IN SECTIONS 9 AND 10, TOWNSHIP 23 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 23 SOUTH, RANGE 18 EAST, THENCE N 89°42'24" W ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 893.81 FEET TO A POINT, SAID POINT BEING THE PROPOSED INTERSECTION OF THE CENTERLINES OF POWELL ROAD AND ANDERSON SNOW ROAD, THENCE S 00°09'38" W A DISTANCE OF 55.00 FEET, THENCE CONTINUE PARALLEL TO SAID NORTH LINE AND THE PROPOSED CENTERLINE OF POWELL ROAD N 89°42'24" W A DISTANCE OF 2088.86 FEET TO THE P.C. OF A CURVE TO THE RIGHT SAID CURVE HAVING A CENTRAL ANGLE OF 14°36'41" AND A RADIUS OF 1455.00 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 1056.70 FEET TO THE POINT OF BEGINNING, (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 68°54'04" W 1033.63 FEET), THENCE S 40°52'46" W 200.03 FEET TO THE P.C. OF A CURVE CONCAVED NORTHEASTERLY HAVING A CENTRAL ANGLE OF 13°41'36" AND A RADIUS OF 1655.00 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 395.54 FEET TO THE P.T. OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 41°22'20" W 394.60 FEET), THENCE S 53°54'26" W 766.84 FEET, THENCE N 89°42'12" W 346.36 FEET TO THE NORTHWEST CORNER OF SAID SECTION 15, SAID NORTHWEST CORNER ALSO BEING THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 18 EAST, THENCE N 89°40'40" W ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 220.99 FEET, THENCE N 00°19'20" E 200.00 FEET, THENCE N 81°19'20" E 275.00 FEET, THENCE N 65°19'20" E 674.45 FEET TO THE P.C. OF A CURVE CONCAVED NORTHWESTERLY HAVING A CENTRAL ANGLE OF 11°24'54" AND A RADIUS OF 1500.00 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 298.85 FEET TO THE P.T. OF SAID CURVE, (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 59°36'53" E 298.35 FEET), THENCE N 53°54'26" E 120.38 FEET, THENCE S 30°14'31" E 105.33 FEET TO A POINT ON A CURVE CONCAVED NORTHEASTERLY HAVING A CENTRAL ANGLE OF 17°51'12" AND A RADIUS OF 1455.00 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 453.38 FEET TO THE POINT OF BEGINNING. (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 39°10'07" E 451.54 FEET).