

**PROPOSED AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR**

**PINEHURST VILLAGE PROPERTY OWNERS ASSOCIATION, INC.,
REVISED NOVEMBER, 2005**

~~THIS DECLARATION, made on the date hereinafter set forth by PINEHURST VILLAGE PROPERTY OWNERS ASSOCIATION, INC., a Florida Corporation, hereinafter referred to as “DECLARANT”;~~

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

WITNESSETH:

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

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

~~NOW THEREFORE~~WHEREAS, DECLARANT ~~hereby declares~~has declared that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the

value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I DEFINITIONS

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

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

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

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

~~Section 5. “DAB” shall mean a Design Advisory Board for Pinehurst Village, appointed in accordance with Article VI, whose duties shall be as set forth in Article VI.~~

~~Section 6~~Section 5. “Owner” and “Member” shall mean and refer to the record owner, or the one or more persons or entities, of a fee simple title to any Lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any ~~lot which is subject to any assignment~~Lot.

Section 76. “Board” shall mean and refer to the Board of Directors of the Pinehurst Village Property Owners Association, Inc.

Section 87. “Property(ies)” shall refer to the property described in Schedule “A” known as Pinehurst Village.

ARTICLE II
PROPERTY RIGHTS

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

Section 2. Dedication. The Association shall have the right to dedicate or transfer all or any part of the Common Area or to grant easements for licenses over, across and upon the Common Area, to any public agency, authority, utility or other party, public or private, for ~~each~~such purpose and subject to such conditions as may be agreed to by the Association.

Section 23. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment of the Common Area to the immediate members of his family, his tenants, or contract purchasers who reside on the property. ~~It is the responsibility of the homeowners to ensure that all tenants abide by~~ subject to the Declaration of Covenants, Conditions and Restrictions imposed hereby.

Section 34. Easements. Each of the following easements is a covenant running with the land of the development and, notwithstanding any other ~~provisions~~provision of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose.

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

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

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

(1) Perpetual Non-Exclusive Easement in Common Areas. The Common Area shall be and the same are hereby declared to be subject to perpetual non-exclusive easements in favor of all the ~~owners of unit lots in the development~~Owners for their use and the use of their

guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said Owners.

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

(3) Right of Entry in Emergencies. In case of an emergency originating in or threatening any ~~unit~~Unit, regardless of whether or not the Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, shall have the right to enter such ~~unit~~Unit for the purpose of remedying or abating the cause of such emergency.

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

~~————(5)—— Delegation of Use. Subject to such limitations as may be imposed by the Bylaws, each Owner may delegate his right of enjoyment in and to the Common Area to the immediate members of his family, his guests, tenants, and invitees.~~

~~————(6)——~~ (5) No Partition. There shall be no judicial partition of the Common Area, nor shall Declarant, or any Owner or any other person acquiring any interest in the development or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any unit owned in co-tenancy.

ARTICLE III ASSOCIATION

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

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

Section 2. Bylaws. The Bylaws of the Association shall be the Bylaws, a copy of which is attached hereto as Exhibit “D”.

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

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

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

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

~~Section 7. Indemnification of Directors, Officers and Committee Members. By acceptance of a deed to a parcel, Owners acknowledge and agree that every director and officer of the Association and any committee member appointed by the Board shall be indemnified by the Association against all expenses and liability, including attorneys' fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director, officer or committee member of the Association, whether or not he is a director, officer or committee member of the Association at the time such expenses are incurred, except in such cases where the director, officer or committee member of the Association is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director, officer or committee member of the Association seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right to indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or committee member of the Association may be entitled. Further, by acceptance of a deed to a parcel, Owners acknowledge and agree that directors of the Association appointed by the officers of the Association elected by the Board, and committee members appointed by said Board or by said officers shall act on behalf of the Association and shall have no fiduciary or other obligation to act on behalf of the Owners. Further, by acceptance of a deed to a parcel, Owners acknowledge and agree that although directors, officers and committee members may be appointed directly or indirectly, by the Association and be acting solely on behalf of the Association and not on behalf of the Owners, nonetheless, such directors, officers and committee members shall be indemnified by the Association pursuant to the provisions of this Article.~~

ARTICLE

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

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

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

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. The ~~Declaration~~Declarant, for each Lot ~~or Dwelling Unit~~ owned within the Properties, herebyhas covenants, and each Owner ~~of any Lot or Dwelling unit~~ by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fee, shall also be the personal obligation of the person who was the ~~Owner~~owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title ~~unless expressly assumed by them and each shall be jointly and severally liable therefore.~~

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the ~~recreation, health, safety, and welfare of the residents in the Properties, objectives of this declaration~~ and for the improvement and maintenance of the Common Area.

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

Section 4. Special Assessments for Capital improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost

of any construction, reconstruction, unexpected repair or replacement of a capital improvement upon the Common Area, including necessary fixtures and personal property related thereto, as approved by a majority of the Board.

Section 5.

a. Uniform Rates of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots ~~and uniform, within classifications, for Dwelling Units.~~

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

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

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

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

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the ~~current prime rate of interest being charged by the Chase Manhattan Bank in New York City, New York, rate of eighteen (18%) percent per annum.~~ The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the ~~property~~Lot. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of its Lot or Dwelling Unit.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any

Lot ~~or Dwelling Unit~~ shall not affect the assessment lien. However, the sale or transfer of any Lot ~~or Dwelling Unit~~ pursuant to Mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Dwelling Unit from liability for any assessments thereafter becoming due or from the lien thereof.

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

ARTICLE VI ARCHITECTURAL CONTROL

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

Section 2. Alterations, Additions and Improvements. No Owner shall make any structural alteration or shall undertake any exterior repainting or repair of, or addition to, its building which could substantially alter the exterior or appearance thereof, without the prior written approval of the plans and specifications thereof by the DAB. The DAB shall grant its approval only in the event the proposed work will benefit and enhance the entire property in a manner generally consistent with the plan of development thereof.

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

Section 4. Approval of DAB; How Evidenced. All requests for changes in the exterior of a ~~homeowner's lot~~Lot must be requested on a DAB form by the Homeowner Owner. If landscaping changes are requested, the name, address and phone number of the contractor must be included, if a landscaping contractor is to do the work. If the ~~homeowner~~Owner himself is doing the work, that must be indicated on the DAB form. In all cases, a scaled drawing of the proposed changes must be made on the DAB form, including, types of bushes or trees to be changed/added or deleted and approximate location of same. Before any structural changes are contemplated, the ~~parties involved~~Owner must ~~be aware of and~~ adhere to Article VI, Section 2 of the Pinehurst Covenants and Restrictions and must include the name, address and phone number of the contractor, as well as the contractor's scaled blueprints of the requested change. Any All materials (or picture of) to be used must be included for approval. All contractors must provide proof of ~~a license~~all required licenses and general liability and worker's compensation insurance.

~~This which~~ must be attached to any request. Whenever approval of the DAB is required, such approval shall be in writing. Approval must be signed by three (3) members of the DAB. Once approval is given by the DAB the request must go to the BOD's next meeting for final approval and signature of a BOD Member. This process ~~must~~shall not take over 45 days from the date of submission of request to DAB and submission of all required materials.

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

ARTICLE VII EASEMENT RESERVED TO DECLARANT

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

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

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

Section 3. Easements and Encroachments. There shall exist reciprocal appurtenant easements between adjacent lots and between each lot and any portion or portions of the Common Area adjacent thereto for any encroachment due to the unwillful placement, settling, or shifting of the improvements constructed, reconstructed or altered thereon, provided such construction, reconstruction or alteration is in accordance with the terms of this Declaration. Such easements shall exist to a distance of not more than one foot (1') as measured from any point on the common boundary between adjacent ~~lots~~Lots and between each ~~lot~~Lot and any

adjacent portion of the Common Area, along the line perpendicular to such boundary at such point. No easement for encroachments shall exist to any encroachment occurring due to the willful conduct of any Owner.

ARTICLE VIII GENERAL RESTRICTIONS

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

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

Section 3. No Temporary Structures. No ~~structures~~ structure of a temporary nature or character, including, but not limited to, a trailer, house trailer, recreational vehicle, motor home, mobile home, camper, tent, shack, shed, boat, barn or other similar structure or vehicle, ~~shall be used or permitted to remain on any Lot or Dwelling Unit,~~ or other living quarters whether temporary or permanent; ~~provided, however, that this prohibition shall not apply to temporary sanitary facilities used by a contractor during construction.,~~ shall be used or permitted to remain on any Lot.

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

Section 5. Parking Restrictions Driveway Parking: No ~~truck,~~ boat, boat and trailer, trailer, house trailer, mobile home, camper, motor home or other similar vehicle shall be parked in the driveway on any ~~lot or Dwelling Unit~~ Lot overnight or for a continuous period of time in excess of ten (10) hours. All ~~trucks,~~ boats, trailers, mobile homes, campers, must be garaged and fully shielded from view. All personally owned motor vehicles, regardless of type, are permitted to park in their Lot driveway as long as they are not commercial vehicles (no signage).

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

Section 7. Livestock and Animal Restrictions. No livestock, poultry, ~~reptiles~~ reptile or ~~animals~~ animal of any kind or size shall be raised, bred or kept on any Lot ~~or Dwelling Unit~~ with the exception that dogs, cats or other common domesticated household pets, not to exceed two ~~(2)~~ (3) three in number per Lot, may be raised and kept, provided such ~~pets are~~ pet is not kept, bred or maintained for any commercial ~~purposes~~ purpose. Such permitted ~~pets~~ pet should be kept in the Owner’s Dwelling Unit or on the Owner’s Lot, on a leash and supervised at all times, and

shall not be allowed off the premises of Owner's Lot or Dwelling Unit except on a leash ~~when on the Property~~. Dog runs of any nature ~~shall be~~ prohibited. It is the responsibility of the Owner to provide for the collection and disposal of animal waste. No permitted pet shall be allowed to make noise of a manner or of such volume as to annoy or disturb others ~~or create a nuisance~~.

Section 8. Restriction on Activity. No obnoxious or offensive activity shall be conducted or permitted to exist upon any Lot or Dwelling Unit, including garage sales and auctions, nor shall anything be done or permitted to exist on any Lot ~~or Dwelling Unit~~ that may be or may become an annoyance or private or public nuisance. No Lot or Dwelling Unit, driveway, or Common Area shall be used for the purpose of vehicle repair or maintenance, other than exterior vehicle cleaning.

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

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

Section 11. Aerial Restrictions. The installation of a satellite dish is permitted if the dish does NOT exceed ~~18"~~ one meter in diameter ~~or an antenna provided the satellite dish or antenna is designed and is harmoniously screened from adjoining properties and any roadways. The owner used for reception of over the air broadcast television signals.~~ Owner must have dish ~~properly~~ installed and grounded according to manufacturer's specifications. ~~The owner~~ Owner must continue to ~~maintain his local pay for~~ cable television from ~~Time Warner~~ Spectrum (or subsequent cable company) via Meadowcrest. ~~The satellite dish, screening and location must first be approved in writing by the DAB. The aforesaid is for aesthetic purposes and to help preserve the natural setting of Pinehurst Village.~~

Section 12. Fire Control and Removal of Trash. In order to implement effective fire control, the Association shall have the right, but not the duty, to enter upon any Lot, ~~sold or unsold~~, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth which, in the opinion of the Association, detracts from the overall beauty, setting and safety of the Property. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Association and its agents may likewise enter upon any Lot or Dwelling Unit to remove any trash which has collected on such Lot or Dwelling Unit, without such entrance and removal being deemed a trespass. ~~The~~ These provisions ~~in this Section~~ shall not ~~apply to new construction debris which is contained, nor should these provisions~~ be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot or ~~Dwelling Unit~~ nor to provide garbage or trash removal services. The costs incurred by the Association in exercising its rights under this Section shall constitute an obligation against the ~~Owner~~ owner of the Lot or a lien against the ~~Dwelling unit~~ Lot as would any assessment or special assessment.

Section 13. Signs. No commercial ~~sign~~sign, or other ~~sign~~sign, shall be erected or maintained on any Lot or Dwelling Unit except ~~with the written permission of the Association or~~ ~~except~~ as may be required by legal proceedings, ~~or by ordinance or statute~~ it being understood that ~~the Association will grant permission for said signs which those signs are reasonably necessary for security purposes or to avert serious hardship to the property owner.~~ ~~permitted.~~ Such prohibition shall not apply to ~~common~~professionally made and installed commercial real estate signs advertising that a particular Lot ~~or Dwelling Unit~~ is for sale ~~or rent~~, ~~or a professionally made political sign regarding a person or issue which is on the ballot for an election being held no more than sixty (60) days following the posting and shall be removed within ten (10) days after the election or ten (10) days after the Lot is sold,~~ provided that such signs are not illuminated and do not exceed 6” x 8” in size and shall not be placed within fifteen feet (15’) of the front Lot ~~or Dwelling Unit~~ line. ~~If permission is granted for any other signage, the Association shall have the right to restrict size, color and content of such signs.~~ ~~line.~~

Section 14. Exterior and Lawn Maintenance. The Association shall have the right, but not the duty or obligation, to arrange for exterior maintenance for all Dwelling Units, including repairs to exterior walls, painting and roof replacement after normal wear and tear, through a Reserve Fund specifically set up for this purpose. Additionally the Association shall have the right, but not the duty or obligation, to arrange for the performance of landscaping and lawn maintenance on all Lots, including the Common Areas, through an annual assessment specifically collected for this purpose. The Association shall also have the right, but not the duty or obligation, to make reasonable repairs and perform reasonable maintenance in its sole discretion, after notice to an Owner of a Lot ~~or Dwelling Unit~~ to perform said maintenance: ~~when said Owner fails or refuses to do so after notice.~~ Any and all costs incurred by the Association in performing repairs and maintenance ~~based on neglect~~ shall be paid out by the Owner and, if the Owner fails to pay, then the Association shall have the right to impose a special assessment against said Owner to pay, ~~off~~ the cost of the ~~repairs and replacements~~ ~~repair or replacement.~~ Such assessment shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other assessment or special assessment by the Association. The Association shall have the right to enter upon any Lot or ~~Dwelling Unit~~ ~~or~~ upon the exterior of any structure located on any Lot ~~or Dwelling Unit~~ for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Association or its agents shall not be deemed a trespass.

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

Section 16. Interior Maintenance. Each ~~individual~~ Owner shall have the responsibility to maintain the interior of his/her respective Dwelling Unit. In the event that the interior of said residence is damaged, except for hurricane or other natural disaster, ~~in such fashion~~ so as to create a ~~health or~~ safety hazard to adjoining Dwelling Units or to create a nuisance, and such damage is not repaired within thirty (30) days from the occurrence of the damage, then the Association shall have the right, but not the obligation, to make reasonable repairs to the interior of such Unit ~~for the costs.~~ The cost of such repairs: shall be the responsibility of the Owner and

~~may be collected as a special assessment.~~ Such assessment shall in every respect constitute a lien on the Lot ~~or Dwelling Unit~~ as would any other assessment or special assessment by the Association.

Section 17. Access at Reasonable Hours. For the sole purpose of performing any maintenance or repairs authorized by this Declaration, the Association, through its duly authorized agents, contractors or employees, shall have a license which shall be exercisable after reasonable notice to the Owner to enter any Lot or ~~the exterior of a Dwelling Unit~~ or, after reasonable notice to the Owner, to enter any **residence** at reasonable hours on any day of the week.

Section 18. Tree Removal Restrictions. Trees situated on any Lot ~~h~~
~~aving a diameter of eight inches (8") or more, measured three feet (3') from ground level,~~ shall not be removed without prior written approval of the DAB. Requests for approval of tree removal shall be submitted to the DAB, along with a plan showing generally the location of such tree(s). ~~In the situation where~~ When a tree creates a ~~present~~potential hazard or safety problem to an adjoining property, the Board of Directors has the right, but not the obligation, to require the ~~Homeowner~~Owner of the tree to remove a tree(s) for safety measures and will notify the ~~Homeowner~~Owner by mail. In the event that the ~~Homeowner~~Owner of the tree fails to take the corrective action within 30 days, the Association has the right to have the tree removed and the ~~Homeowner~~Owner of the tree will be responsible for any charges incurred.

Section 19. Replacement of Trees. Anyone violating the provisions of the above Section shall be required to replace such trees with trees ~~of like kind, size and condition within thirty (30) days~~ after written demand by the DAB. If the Owner fails or refuses to replace the trees as ~~demanded~~required, the DAB shall cause suitable ~~replacements~~replacement trees to be planted and the costs thereof shall be a lien against the ~~property~~Lot of the Owner. The Owner grants to the DAB, its agents and employees, an easement of ingress and egress over and across said Lot ~~or Dwelling Unit~~ to enable it to comply with the above Section 18 and this Section 19,

Section 20. Lawns and Landscaping. All lawns on all sides of any Lot or Dwelling Unit shall extend to the pavement line. No parking strips, drives or paved areas shall be allowed, except as approved on the plot plan of the plans and specifications. Upon the completion of any structure on any Lot, the lawn area on all sides of the said structure, up to and including the Lot ~~or Dwelling Unit~~ line ~~shall be completely sodded with grass and a watering system, capable of keeping said grass sufficiently irrigated, shall be installed unless a smaller area shall be approved in writing by the DAB, it being the DAB's intent that the lawn shall be uniform, green, luxuriant, and well kept.~~ Florida Friendly landscaping.

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

~~discretion of the DAB shall seem sufficient~~ guidelines provided by the DAB and approved by the Board.

~~A permit to commence building construction under these restrictions may be withheld until such landscaping plans have been brought up to standard commensurate with the terms of these restrictions approved in writing by the DAB. If the landscaping is not installed in accordance with the approved landscaping plans, the DAB, at its discretion, shall may enter upon the above said Lot or Dwelling Unit and rearrange, remove or install said landscaping and make a reasonable charge for so doing after a written (mailed) 60 day notice to the homeowner Owner. Said charge shall constitute a lien on the Dwelling Lot as would any other assessment or special assessment by the Association.~~

~~No owner of an individual Dwelling Unit and lot~~ No Owner shall plant or place any shrubbery, hedges, trees or other plantings on any part of said land lying outside the Owner's Dwelling Unit and Lot, nor within such Owner's Dwelling Unit and Lot in a location or manner which does or may obstruct grounds maintenance performed and to be performed by the Association. Prior to any planting, the Owner must receive written approval by the DAB.

Flowers may be planted in the mulched areas around a Dwelling Unit and in the esplanade between Units. Both Homeowners adjacent Owners must agree on any change in the esplanade between units Units and it must be approved by the DAB. Plants in containers shall not be permitted on driveways and walks; however, they may be placed in mulched areas with DAB approval so long as the containers cannot be viewed from the street. Artificial flowers are not permitted.

~~Vinyl or non wood trellises shall be permitted only in the lanai screen areas, shall be of neutral color which is approved by the DAB.~~

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

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

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

Either adjoining Owner shall have an equal right to use a party wall for the support of structural members of a Dwelling Unit ~~to be~~ constructed on either adjoining Lots. ~~This right shall be subject, however, to payment by the Owner seeking to tie into the party wall of any costs involved in tying into the party wall and payment of any damage occasioned therefrom.~~

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

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

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

Section 25. Clothes, Drying, Cleaning of Rugs, etc. No lot or patio shall be used for hanging garments or other objects or for cleaning of rugs or for other household items. No drying of laundry shall be permitted outside ~~the Owner's or occupant's~~any Dwelling unit. Florida law change??

Section 26. Lawn Ornaments. No lawn ~~ornaments/statues~~ornament/statue, basketball ~~hoop~~hoop, upright flag ~~poles~~pole, hose-hanging ~~fixtures~~fixture, swing ~~sets~~set or similar ~~items~~item shall be allowed, with the following exceptions;

a. Lawn ~~ornaments/statues~~ornament/statue may be placed only in the mulched area at the rear of the ~~Dwelling unit~~Lot.

b. A fixture for displaying the American flag may be attached to the front wall of the Dwelling ~~unit~~Unit. ~~No permanent flag poles shall be allowed.~~ Florida law

c. ~~Bird~~No more than three (3) bird feeders/houses ~~of reasonable number and size~~each one square foot, may be hung from trees or tall shrubs in the rear of the Dwelling Unit.

d. Hose reels may be used if not visible from the street.

e. Seasonal decorations for holidays such as Halloween, Christmas, Thanksgiving, etc., shall be allowed for ~~a reasonable period of time~~one month before the holiday and no more than ten (10) days after the holiday.

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

Section 27. Patio and Lawn Furniture. ~~Permanent~~ patio furniture shall be allowed only on a paved patio area. No grill, lawn ~~chairs~~chair or similar ~~items~~item shall be left in a location which would interfere with normal landscape maintenance by the Association. For safety reasons all patio furniture must be contained within the garage or Dwelling Unit during a storm or an extended leave of the ~~Homeowner~~Owner.

Section 28. Mail Boxes and Newspaper Receptacles. No mailbox or newspaper ~~receptacles~~receptacle or other receptacle of any kind for use in the delivery of mail, newspapers, or similar material shall be erected or located on any ~~lot~~Lot or any roadway ~~and each~~. Each Dwelling Unit will be assigned one box by the Association.

Section 29. Insurance.

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

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

Section 30. Insurance and/or Termite Protection on Dwelling and Duty to Repair.

a. Insurance and Termite Protection Requirement. Each ~~Homeowner~~Owner shall be required to obtain and maintain adequate Homeowner insurance on his Dwelling Unit which shall insure the property for its full replacement value, with no deductions for depreciation, against loss by fire, flood or other hazards. Such insurance shall be sufficient to cover the full replacement value, or for necessary repair or reconstruction work. Such insurance shall be written in the manner acceptable to the Board. Each ~~owner~~Owner shall be required to obtain and maintain adequate termite protection on his Dwelling Unit from a professionally licensed pest management service control operator. Annually, each ~~Homeowner~~Owner shall be required to

supply the Board, ~~Xerox copies as written~~ evidence of insurance coverage and termite protection on his Dwelling Unit, which comply with the provisions of this section.

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

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

d. Repair or Replacement of Damage and Destroyed Property. Each Owner shall be required to diligently reconstruct or repair any Dwelling Unit destroyed by fire, flood or other casualty. If ~~no~~ repair or rebuilding has not been contracted for or otherwise substantially started by the Owner for any reason within thirty (30) days after the ~~owner~~Owner receives the insurance proceeds, the Board has the right, but not the duty, to initiate repair or rebuilding of the damaged or destroyed portion of the structure and /or exterior of the Dwelling Unit, in a good and workmanlike manner in conformance with the original plans and specifications. The Board may advertise for sealed bids from any licensed ~~contractors~~contractor and may then negotiate with said contractors. The contractor or ~~contractors~~contractor selected to perform the work shall provide full performance and payment bonds for such repair or rebuilding, unless such requirement is waived by the Board of Directors of the Association. In the event the insurance proceeds are insufficient to fully pay the costs of repairing and/or rebuilding the damaged or destroyed portions in a good and workmanlike manner, the Board may levy a special assessment against the ~~owner~~Owner in whatever amount is required to make up the deficiency. In addition, an administration fee, to be determined by the Board, will be charged and assessed against the ~~Homeowner~~Owner and Lot.

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

Section 31. Leasing or Renting. No ~~Lot or~~ Dwelling Unit shall be leased or rented unless said rental is evidenced by a written lease agreement for a rental or lease period of not less than six (6) months. No less than the entire Dwelling Unit may be leased. An Owner intending to lease a ~~Lot or~~ Dwelling Unit shall give the Association written notice of such intention at least thirty (30) days before the intended commencement date of such lease. Such notice shall contain, among other things, the name and address of the intended lessee, a copy of the proposed lease, ~~references of the proposed lessee, and other such information concerning the intended lease as~~

~~the Association may require. Within seven (7) business days after receipt of the notice and all required information, the Association must either approve or disapprove the lease.~~

The Association shall not ~~be required to approve of any lease; allow rental of more than 10% of the units in the Association or (9 units) or allow rentals or any of the below.~~

- A) Proffered by ~~a Homeowner~~ Owner who is not current in payment of ~~assessments owed~~ any monetary obligation to the Association.
- B) That is for a term of less than one hundred and eighty (180) days.
- C) That is for anything less than the entire ~~Dwelling Unit~~ Lot. No subleasing.

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

Any damage by renters is the sole responsibility of the ~~Homeowner~~ Owner whose Dwelling Unit is leased by that tenant. In addition, a copy of the Pinehurst Village Covenants, Conditions and Restrictions must be ~~explained~~ provided to the renter by the ~~Homeowner~~ Owner and a copy of the Document must remain ~~on~~ within the ~~premises~~ leased Dwelling Unit at all times.

Section 32. Approval of Draperies, Curtains and Shades. All draperies, curtains, shades, or other similar window coverings installed in a ~~dwelling~~ Dwelling Unit and which are visible from the street, from other ~~dwelling~~ within the community Dwelling Units shall have neutral or light colored backing, unless otherwise approved in writing by the DAB. In addition, the color, unless neutral, of all draperies, curtains and shades, or other similar window coverings installed inside a screened porch or glass enclosed porch must be approved in writing by the DAB, consistent with guidelines promulgated by the DAB and approved by the Board.

Section 33. Outside Lighting. Post lamp requirements. Usage of 60 watt minimum rated light ~~bulb~~ output (500 lumens) from clear or white frosted incandescent, fluorescent, LED or halogen type bulbs. All post lamps must be maintained in good working order and clean. Walkway, flood and amber emergency lighting is permitted by direction approval of the DAB. Decorative colored lights may be displayed during national recognized holiday seasons.

ARTICLE IX
COVENANTS AGAINST PARTITION AND
SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Section 1. Covenants. Recognizing that the full use and enjoyment of any Lot or Dwelling Unit is dependent upon the right to the use and enjoyment of the Common Area and the improvements made thereto, and that it is in the interest of all of the Owners that the right to the use and enjoyment of the Common Area be retained by the Owners of ~~Lot~~ Lots or Dwelling Units, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Area shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Area. In

addition there shall exist no right to transfer the right to the use and enjoyment of the Common Area in any manner other than as an appurtenance to and in the same transaction with a transfer or title to a Lot ~~or Dwelling Unit~~. Any conveyance or transfer of a Lot ~~or Dwelling Unit~~ shall include the right to the use and enjoyment of the Common ~~area~~Area appurtenant to such Lot ~~or Dwelling Unit~~ subject to reasonable rules and regulations promulgated by the ~~Declarant~~Association for such use and enjoyment, whether or not such rights shall have been described or referred to in the deed by which said Lot ~~or Dwelling Unit~~ is conveyed.

ARTICLE X
MEADOWCREST COMMUNITY ASSOCIATION, INC.

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

ARTICLE XI
GENERAL PROVISION

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

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

Section 3. Amendments. Covenants and restrictions of this Declaration may be amended by duly recording an instrument indicating acknowledgement by not less than 51% of the owners ~~two-thirds (2/3) of the Owners~~ voting in person or by limited proxy.

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

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

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

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

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

~~IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 28TH day of NOVEMBER, 2005.~~

~~Signed, sealed and delivered in the presence of:~~

~~WITNESSES: PINEHURST VILLAGE PROPERTY OWNERS ASSOCIATION, INC.,
_____ a Florida Corporation~~

BY _____
Thomas Kuhn, President

BY _____
Eugene Janusz, Secretary

State of Florida
County of Citrus

~~The foregoing instrument was sworn to, subscribed and acknowledged before me by Thomas Kuhn and Gene Janusz the President and Secretary of Pinehurst Village Property Owners Association on this ____ of December, 2005 and they executed the foregoing document on behalf of their corporation.~~

Pansy Windham, Notary Public

My Commission Expires: _____

Draft #1 – Proposed Amended and Restated Governing Documents 11/15/18

~~Prepared by PINEHURST VILLAGE PROPERTY OWNERS ASSOCIATION~~

~~c/o Thomas Kuhn, President, 6355 W. Lexington Dr., Crystal River, FL 34429~~

|

EXHIBIT A

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

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

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

PROPOSED AMENDED AND RESTATED

BYLAWS OF
PINEHURST VILLAGE PROPERTY OWNERS
ASSOCIATION, INC.

Revised November 2005

ARTICLE 1. DEFINITIONS

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

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

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

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

Section 5. ~~“DAB” shall mean a Design Advisory Board for Pinehurst Village, consistent with Article VI of the Declaration of Covenants, Conditions and Restrictions.~~

~~Section 6. —“Owner/ or Member”. These terms are interchangeable and shall~~ Shall mean the record owner, or the one or more persons or entities of a Fee Simple Title to any ~~lot~~Lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any ~~lot~~Lot which is subject to any ~~assignment~~assessment.

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

~~Section 8~~Section 6. “Declaration” shall mean the Declaration of Covenants, Conditions and Restrictions applicable to the property recorded in Official Records Book 794, pages 2055-2073 inclusive, Public Records of Citrus County, Florida, and any amendments thereto.

ARTICLE II. MEMBERS

Section 1. Members shall all be owners, as such term is defined in the Declaration, and shall be entitled to one (1) vote for each Lot-~~owner~~. When more than one person or entity holds an interest in any ~~lot~~Lot, all such persons or entities shall be members. The vote for such Lot shall be exercised as such members may determine among themselves, but in no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE III. MEETINGS OF MEMBERS

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

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

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

Section 4. Quorum. The presence at the meeting, in person or by proxy, of ~~members~~Members entitled to cast a ~~simple~~ majority of the votes of the membership shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Articles of Incorporation or these Bylaws. If a quorum is not present at any meeting, the ~~members~~Members entitled to vote thereat shall have power to adjourn the meeting from time to time, ~~without notice other than announcement at the meeting~~, until a quorum is present.

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

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

Section 1. Number. The affairs of the Association shall be managed by a board of five (5) directors, ~~at least four of whom who~~ shall be members of the Association.

Section 2. Term of Office. ~~The initial Board positions~~ All terms shall be ~~elected for terms as follows:~~

a. ~~Two (2) director positions for one (1) year.~~

b. ~~Three (3) director positions~~ for two (2) years:

~~At the first Annual Meeting, the two one-year positions shall expire. All subsequent terms shall be for two years, filled by election at the Annual Meeting or by appointment of the Board to fill a vacancy for the balance of the term.~~

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

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association as a director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties, if approved in advance by the Board of Directors.

ARTICLE V. BOARD OF DIRECTORS NOMINATION AND ELECTION

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

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

ARTICLE VI. BOARD OF DIRECTORS - MEETINGS

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

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

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

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

ARTICLE VII. BOARD OF DIRECTORS - POWERS AND DUTIES

Section 1. Powers. The Board of Directors shall have the power to:

- a. Adopt and publish rules and regulations governing the use of the ~~common areas~~Common Areas and facilities including the personal conduct of the members and their guests thereon; and to establish penalties for infractions of such rules and regulations;
- b. Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the Articles of Incorporation, or by other provisions of these Bylaws;
- c. Declare the office of a member of the Board of Directors to be vacant in the event that such member is absent from three consecutive regular meetings of the Board of Directors; and
- d. Employ a manager, independent contractor, and such other employees as they deem necessary, and to prescribe their duties, purpose.

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

- a. Maintain a complete record of all its acts and corporate affairs and present a statement thereof to the members at each annual meeting of the members, or at any special meeting of the Members;
- b. Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed;
- c. As provided in the Declaration to:
 - (1) Fix annual assessments in accordance with ~~financial needs~~budget of the Association.
 - (2) Resolve non-payment of assessments as outlined in the Declaration, Article V, Section 8.
- d. Require an appropriate officer to issue, on demand by any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the

effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board may impose a reasonable charge for the issuance of these certificates.

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

f. Require the ~~common area within its jurisdiction~~Common Area to be maintained.

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

Section 3. Indemnification of Directors, Officers and Committee Members. By acceptance of a deed to a parcel, Owners acknowledge and agree that every director and officer of the Association and any committee member appointed by the Board shall be indemnified by the Association against all expenses and liability, including attorneys' fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director, officer or committee member of the Association, whether or not he is a director, officer or committee member of the Association at the time such expenses are incurred, except in such cases where the director, officer or committee member of the Association is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director, officer or committee member of the Association seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right to indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or committee member of the Association may be entitled. Further, by acceptance of a deed to a parcel, Owners acknowledge and agree that directors of the Association appointed by the officers of the Association elected by the Board, and committee members appointed by said Board or by said officers shall act on behalf of the Association and shall have no fiduciary or other obligation to act on behalf of the Owners. Further, by acceptance of a deed to a parcel, Owners acknowledge and agree that although directors, officers and committee members may be appointed directly or indirectly, by the Association and be acting solely on behalf of the Association and not on behalf of the Owners, nonetheless, such directors, officers and committee members shall be indemnified by the Association pursuant to the provisions of this Article.

ARTICLE ~~ARTICLE~~-VIII. OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a president and vice president, who shall at all times be ~~members~~Members of the Association and of the Board of Directors, and a Secretary, Treasurer and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of ~~members~~Members.

Section 3. Term. The officers of the Association shall be elected annually by the Board. Each shall hold office for a term of one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and removal. Any officer may be removed from office by the Board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he replaces.

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

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

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

b. Vice President. The Vice President shall act in the place of the President in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

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

d. Treasurer. The Treasurer or his agent shall receive and deposit in appropriate bank accounts all funds of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks and promissory notes of the Association; shall keep proper books of account; shall ~~upon vote of the Board or a majority of the Members~~ cause an annual audit of the Association books to be made by a certified public accountant at the completion of ~~each~~the fiscal year; and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each

~~member~~Member, and a report of which shall be given at the regular meeting of the ~~members~~Members.

ARTICLE IX. DESIGN ADVISORY BOARD

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

ARTICLE X. BOOKS AND RECORDS; INSPECTION

The books, records and papers of the Association shall be subject to inspection by any member, by written request to the Board of Directors. ~~The Articles of Incorporation and Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies shall be made available for sale at a reasonable price.~~

ARTICLE XI. CORPORATE SEAL

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

ARTICLE XII. FISCAL YEAR

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

ARTICLE XIII: AMENDMENTS

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

ARTICLE XIV. CONFLICTS

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

ARTICLE XV. EFFECTIVE DATE OF BYLAWS

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

PROPOSED AMENDED AND RESTATED

ARTICLES OF INCORPORATION

OF

PINEHURST VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

A Florida Corporation Not for Profit

~~I, the undersigned, acting as~~The incorporator of the non-profit corporation under Chapter 617 of the Florida Statutes, ~~do hereby adopt~~ adopted the following Articles of Incorporation for such corporation:

ARTICLE I

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

ARTICLE II

The corporation shall have perpetual existence.

ARTICLE III

This ~~association~~Association is organized for the purpose of the operation and management of the ~~residential lots~~Lots and ~~areas~~Common Areas within a certain tract of real property as described on the plat thereof recorded in Plat Book _____, Page _____, of the public records of Citrus County, Florida, as defined in and pursuant to the Declaration of Covenants, Conditions and Restrictions for Pinehurst Village, recorded ~~or to be recorded~~ in the public records of Citrus County, Florida, specifically including maintenance, preservation and architectural control of said property.

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

(a) Perform all of the duties and obligations of the association as set forth in that certain Declaration of Covenants, Conditions, and Restrictions (the Declaration) for Pinehurst Village, as amended from time to time.

(b) Affix, levy, collect and enforce payment by any lawful means of all charges and assessments needed by it in order to carry out its duties under the terms of the Declaration.

(c) Acquire (by gift, purchase or otherwise), own, hold, and improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the ~~association~~Association;

(d) Borrow money, and subject to the consent by vote or written statement of two-thirds (2/3) of each class of members, mortgage, pledge, convey by deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell, or transfer all or any part of the common areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument has been signed by seventy-five percent (75%) of ~~each class of member~~the Members, agreeing to such dedication, sale or transfer;

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

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

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

ARTICLE IV

The qualifications of ~~members~~Members and the manner of their admission shall be as regulated by the ~~bylaws~~Bylaws.

ARTICLE V

The street address of the initial registered office of this corporation is ~~6140 West Corporate Oaks Drive, Crystal River, Florida 32629, and the initial registered agent of this corporation at that address is Robert Hodgenc/o Steven H. Mezer, Becker & Poliakoff, P.A. 1511 N. Westshore Blvd., Suite 1000, Tampa FL 33607.~~

ARTICLE VI

The number of persons constituting the ~~first~~ Board of Directors shall be three (3) ~~and their names and addresses are as follows:).~~

~~GEOFFREY N. D. GREENE~~ _____ ~~6140 West Corporate Oaks Drive~~
_____ ~~Crystal River, Florida 32629~~

~~ROBERT HODGENS~~ _____ “

~~STANLEY C. OLSEN~~ _____ “

ARTICLE VII

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

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

~~IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation on the 27th day of June, 1988.~~

ROBERT HODGENS

~~STATE OF FLORIDA~~

~~COUNTY OF CITRUS~~

~~The foregoing instrument was acknowledged before me this 27th day of June, 1988.~~

Notary Public

My Commission Expires _____

~~-ACCEPTANCE BY REGISTERED AGENT~~

~~Having been named as registered agent to accept service of process for PINEHURST VILLAGE PROPERTY OWNERS ASSOCIATION, INC., at the place designated in these articles, I agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.~~

~~DATED this 27th day of June, 19__.~~

ROBERT HODGENS