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10002 Cortez Boulevard  
Spring Hill, Florida 34613  
File #23MS067

DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS

FOR

BERKLEY WOODS

THIS DECLARATION, made on the date hereinafter set forth by Berkley Woods Owners Assn., Inc., a Florida non profit corporation, hereinafter referred to as "Association".

WITNESSETH:

WHEREAS, Association desires to revitalize its Declaration of Covenants, Conditions and Restrictions for Berkley Woods previously recorded in Public Records of Pasco County, Florida, as amended, pursuant to Part III, Chapter 720, Florida Statutes, and maintain an exclusive residential community known as Berkley Woods on the land described in Exhibit "A".

NOW, THEREFORE, Association hereby declares that the real property described in attached Exhibit "A" 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, said real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Articles" shall mean and refer to the Articles of Incorporation of the Association (as hereinafter defined), including any and all amendments or modifications thereof.

Section 2. "Association" shall mean and refer to Berkley Woods Owners Assn., Inc., a Florida corporation not for profit, its successors and assigns.

Section 3. "Board of Directors" shall mean and refer to the Association's Board of Directors.

Section 4. "By-Laws" shall mean and refer to the By-Laws of the Association, including any and all amendments or modifications thereof.

Section 5. "Common Area" shall mean and refer to all real property, including the improvements thereto, owned from time to time by the Master Association (as hereinafter defined) for the common use and enjoyment of the members of said Master Association.

Section 6. “Common Expenses” shall mean and refer to any expense for which a general and uniform assessment may be made against the Owners (as hereinafter defined) and shall include, but in no way be limited to, the expenses of upkeep and maintenance of the Local Common Areas (as hereinafter defined); medians, shoulders, roadways and certain boundary walls and entrance signs within the Properties (as hereinafter defined) or any reimbursement to the Beacon Woods East Homeowners ’ Assn., Inc. if such Master Association performs any of the foregoing on behalf of the Association and charges the Association thereof.

Section 7. “County” shall mean and refer to Pasco County, Florida.

Section 8. “Declarant” shall mean and refer to Arthur Rutenberg Corp., its successors and assigns. It shall not include any person or party who purchases a Lot (as hereinafter defined) from Declarant, however, unless such purchaser is specifically assigned as to such lot, by separate instrument recorded in the County, some or all of the rights held by Arthur Rutenberg Corp., as Declarant hereunder, with regard to such Lot.

Section 9. “Declaration” shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Berkley Woods, and any amendments or modifications thereof hereafter made from time to time.

Section 10. “Dwelling Unit” shall mean and refer to single-family residential home constructed upon a Lot (as hereinafter defined).

Section 11. “Front Street Line” shall mean and refer to the line defined as such on the attached Exhibit “B”.

Section 12. “HSL” shall mean and refer to Homesite, Ltd., a Florida limited partnership.

Section 13. “Institutional Lender” shall mean and refer to any federal or state chartered bank, insurance company, VA or FHA approved mortgage lending institution, FNMA, GNMA, recognized pension fund investing in mortgages, or federal or state chartered savings and loan association or savings bank.

Section 14. “Institutional Mortgage” shall mean and refer to any first mortgage on a Lot (as hereinafter defined) held by an Institutional Lender.

Section 15. “Local Common Areas” shall mean and refer to all real property, including the improvements thereto, owned or in which there is an easement right from time to time by or to the Association for the Common use and enjoyment of the members of said Association.

Section 16. “Lot” shall mean and refer to the least fractional part of the subdivided lands within the Plat (as hereinafter defined) and which has limited fixed boundaries and an assigned number, letter or other name through which it may be identified; provided, however, that “Lot” shall not mean any Common Area, Limited Common Area or parcel of land designated as a “Tract”.

Section 17. “Master Association” shall mean and refer to the Beacon Woods East Homeowners ’ Assn., Inc., a Florida corporation not for profit, its successor and assigns.

Section 18. “Master Declaration” shall mean and refer to that certain Master Declaration of Covenants, Conditions and Restrictions of Beacon Woods East, as recorded in Official Records Book 1185 at Page 1524, et seq., of the Public Records of the County.

Section 19. "Owner" shall mean and refer to the fee simple owner or owners of a Lot, other than HSL.

Section 20. "Plat" shall mean and refer to the plat of the Properties (as hereinafter defined) as recorded in the Public Records of the County.

Section 21. "Properties" shall mean and refer to the real property described in Exhibit "A" to this Declaration.

Section 22. "Rear Yard Line" shall mean and refer to the line defined as such on the attached Exhibit "B".

Section 23. "Restrictions" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Berkley Woods and any amendments or modifications thereof hereafter made from time to time.

Section 24. "Side Street Line" shall mean and refer to the line defined as such on the attached Exhibit "B".

Section 25. "Side Yard Line" shall mean and refer to the line defined as such on the attached Exhibit "B".

Section 26. "Structure" shall mean and refer to the structure as that term is defined by Zoning Ordinance of the County in effect at the time of the recording of this Declaration.

Section 27. "Voting Member" shall mean and refer to the Owner or HSL, who is authorized to cast the vote for the Lot they own as set forth in this Declaration.

Section 28. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation". The headings used here are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

## ARTICLE II

### PURPOSE

Section 1. Operation, Maintenance and Repair of Local Common Areas. HSL, in order to insure that the Local Common Areas and other land for which the Association is or may become responsible for under this Declaration will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to operate, maintain and repair the Local Common Areas, and any improvements thereon; to maintain the decorative entranceways to the Properties and landscaped medians, shoulders, surface and subsurfaces of any and all private streets within the Properties; to maintain and repair any irrigation facilities servicing land which the Association is obligated to maintain; and take such other action as the Association is authorized to take with regard to the Properties pursuant to the Articles of Incorporation, By-Laws and this Declaration.

Section 2. Common Expense. The expenses and costs incurred by the Association in performing the rights, duties and obligations set forth in Section 1 of this Article are hereby declared to be common expenses.

Section 3. Damages Caused by Owners, Etc. Notwithstanding Section 2 of this Article, should the maintenance, repair or replacement provided for in Section 1 of this Article be caused by the negligence or misuse, intentional or otherwise, of or by [continued next page]

an Owner or occupant of the Owner's dwelling unit or guest of the Owner, said Owner shall be responsible to the Association for all costs incurred in said maintenance, repair or replacement and the Association shall have the right to a lien against the Lot and the Owner thereof for the costs of such maintenance, repair or replacement, said lien to be of the same nature and have the same force and effect as a lien created hereunder for delinquent assessments.

Section 4. Easement for Maintenance. HSL hereby reserves to itself and grants to Declarant and the Association a non-exclusive, perpetual easement as to the Properties to the extent reasonably necessary to discharge its duties of maintenance under this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times upon reasonable notice whenever the circumstances permit.

Section 5. Owner's Maintenance Responsibilities. The responsibility of the Owner shall be to maintain, repair and replace, at their sole expense, their Lot and all portions of their dwelling unit and to promptly report to the Association any defect or need for repairs when the responsibility for the remedying of which is that of the Association.

### ARTICLE III

#### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Local Common Areas, which right and non-exclusive easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association from time to time in accordance with its By-Laws to establish, modify, amend and rescind reasonable rules and regulations regarding use of the Local Common Areas;

(b) The right of the Association to suspend the voting rights by an Owner for any period during which any assessment levied under this Declaration against such Owner's Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Association;

(c) The right of the Association to dedicate or transfer all or any part of the Local Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Voting Members. No such dedication or transfer shall be effective unless approved, in writing, by not less than two-thirds (2/3) of each class of Voting Members and no such dedication or transfer shall limit or impair the rights of ingress and egress for any Lot within the Properties.

(d) The right of the Association to grant easement as to the Local Common Areas or any part thereof as provided by this Declaration or the Articles; and

(e) The right of the Association to otherwise deal with the Local Common Areas as provided by this Declaration of the Articles.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Local Common Areas and facilities, if any, to the members of his family, his tenants, or contract purchasers, provided the foregoing actually reside at the Owner's Lot.

Section 3. Prohibition of Certain Activities. No damage to or waste of the Local Common Areas or any part thereof shall [continued next page]

be committed by any Owner or any family member, tenant or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on or in the Local Common Areas or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, or place or erect any improvement or structure of any kind on any Local Common Area without the prior written approval of the Board of Directors, which approval may be arbitrarily withheld by the Board of Directors.

Section 4. Signs Prohibited. No sign of any kind shall be displayed in or on any Local Common Area without the prior written approval of the Declarant. This Section shall not apply to the Declarant or HSL. The Declarant and HSL shall have the right and any easement necessary to the exercise thereof to erect, construct and maintain signs of any nature on any Local Common Area.

Section 5. Animals. No animals shall be permitted on or in the Local Common Areas at any time except as may be provided in the rules and regulations of the Association.

Section 6. Rules and Regulations. No Owner or other permitted user of the Local Common Areas shall violate the reasonable rules and regulations for the use of the Local Common Areas as the same are, from time to time, adopted by the Board of Directors.

## ARTICLE IV

### MEMBERSHIP AND VOTING RIGHTS

Section 1. General Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, By-Laws, rules and regulations, and this Declaration. The foregoing does not include persons or entities who hold a leasehold interest in a Lot and also does not include an interest in a Lot merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot is owned of record by two (2) or more persons or other legal entities, all such persons or entities shall be members. An Owner of more than one (1) Lot shall be entitled to one (1) membership for each Lot owned by him. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot to the grantee named in such conveyance. HSL shall also be a member so long as it owns one (1) or more Lots.

Section 2. Voting Members. As to each Lot owned by one (1) or more Owners, there shall be filed with the Secretary of the Association a "Voting Member Designation Certificate" which shall name one (1), and only one (1) of the Owners of such Lot as the Voting Member for that Lot. Such Certificate shall be signed by all of the Owners of such Lot and shall, upon filing with the Secretary of the Association, be effective until a new Certificate is subsequently duly executed by all Owners and filed with the Secretary of the Association. Only the person named in such Certificate, or their duly appointed proxy, shall be allowed to cast a vote for the subject Lot. A Lot which does not have on record with the Secretary of the Association a valid Voting Member Designation Certificate shall not be entitled to a vote; nor shall such Lot be counted as existing for the purposes of determining any percentages or fractions for voting purposes of for total outstanding votes or quorums under this Declaration or for the Articles, the By-Laws or the Association.

Section 3. Classes of Memberships Established. The Association shall have not more than two (2) classes of membership, as follows:

(a) Class A Membership. Every Owner of a Lot, other than HSL, shall be a Class A member of the Association.

(b) Class B Membership. HSL shall be the Class B member of the Association until such Class B membership is converted to Class A membership, at HSL's option, as hereinafter set forth. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever earlier occurs.

1. When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

2. Five (5) years following conveyance of the first Lot by HSL to an Owner; or

3. When HSL waives in writing its right to Class B membership.

(c) Voting for Class A Lots. The Owners of any Lot who are Class A members pursuant to this Declaration shall have one (1) vote for each Lot owned by them subject, however, to the requirements and limitations set forth in Section 2 of this Article.

(d) Voting for Class B Lots. The Class B member shall, as to all Lots owned by it within the Properties, be entitled to ten (10) votes for each such Lot.

## ARTICLE V

### RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Responsibilities. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Local Common Areas, any common boundary fence or wall not maintained by the Master Association, and shall keep the same in good, clean and proper condition, order and repair. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Local Common Areas and performance of its other obligations under this Declaration.

Section 2. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the Association's Articles or By-Laws.

Section 3. Insurance. The Association at all times shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary. The Association additionally shall cause all persons responsible for collecting and disbursing Association monies to be insured or bonded with adequate fidelity insurance or bonds.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, the Articles, By-Laws, or by law and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or therein or reasonably necessary to effectuate the exercise of any right or privileges granted in this Declaration, the Articles, By-Laws or such laws.

## ARTICLE VI

### EXPENSES

Section 1. Common Expenses. All expenses of the Association in performing its duties and obligations or in exercising any right or power it has under this Declaration, the Articles of the By-Laws are deemed to be and hereby are common expenses.

## ARTICLE VII

### COMMON EXPENSE ASSESSMENTS

Section 1. Application. The provisions of this Article shall apply to all Lots within the Properties regardless of which Class of membership is attributable to the Owners of such Lot.

Section 2. Creation of the Lien and Personal Obligation for Common Expense Assessments.

(a) HSL, for each Lot within the Properties, hereby covenants, and each Owner of any Lot within the Properties, by acceptance of a deed or other instrument of conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association:

1. Annual assessments or charges for common expenses; and
2. Special assessments for charges against a particular Lot as may be provided by the terms of this Declaration.

(b) Such assessments and charges, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a lien upon the Lot against which such assessment is made. Each such assessment or charge, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by such successors in title.

Section 3. Purpose of Common Expense Assessments. The Common Expense assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents of the Properties and for the improvement and maintenance of the Local Common Areas and the carrying out of the other responsibilities and obligations of the Association under this Declaration, the Articles and the By-Laws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of real property, services and facilities related to the use and enjoyment of the Local Common Areas; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes and assessments made or levied against the Local Common Areas; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the maintenance, landscaping and beautification of the Local Common Areas and such landscaping and beautification of the Local Common Areas and such public lands and private lands, whether owned by the Association or not, as may be designated by HSL or the Association.

Section 4. Maximum Annual Assessment for Common Expenses.

(a) Initial Lot and Unit Assessment. Until January 1, 1989, the maximum annual common expense assessment per Lot shall be Two Hundred Sixteen and no/100 Dollars (\$216.00).

(b) Standard Increases. From and after January 1, 1989, the maximum annual assessment for common expenses as stated above may be increased each year to reflect the increase, if any, in the Consumer Price Index for All Urban Consumers, All Items, published by the Bureau of Labor Statistics U.S. Department of Labor for the area including or nearest to Tampa, Florida. The maximum annual assessment shall be determined by multiplying the maximum annual assessment then in effect by the Consumer Price Index for the most recent month available and dividing the product by the Consumer Price Index for the same month during the immediately preceding calendar year. Should the Consumer Price Index decrease, the maximum annual assessment shall be decreased accordingly. If publication of the Consumer Price Index should be discontinued, the Association shall use the most nearly comparable index, as determined and selected but the Board of Directors.

(c) Special Increases. From and after January 1 of the year immediately following the conveyance by HSL of the first Lot to an Owner, the maximum annual assessment for common expense may be increased above the increase permitted by Paragraphs (a) and (b) of this Section by a vote of two-thirds (2/3) of each Class of Voting Members at a meeting duly called for this purpose.

(d) Duty of Board to Fix Amount. The Board of Directors may fix the annual assessment for common expenses at an amount not in excess of the maximum annual assessment rate established in this Section. Such annual assessment may be collected in monthly or quarterly installments, at the discretion of the Board of Directors.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each Class of Voting Members at a meeting duly called for this purpose.

Section 6. Notice of Meeting and Quorum for Any Action Authorized Under Sections 4 and 5. Written notice of any members meeting called for the purpose of taking any action authorized under Sections 4 and 5 of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of a total of Voting Members and proxies of Voting Members entitled to cast a majority of all the votes of the duly registered Voting Members of each Class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence of a total of Voting Members and proxies of Voting Members entitled to cast one-third (1/3) of all the votes of the duly registered Voting members of each Class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. HSL's Common Expenses Assessment. Notwithstanding any provision of this Declaration, the Articles or By-Laws to the contrary, as long as there is a Class B membership in the Association, the HSL shall not be obligated for, nor subject to, any annual assessment for any Lot which it may own, provided:

(a) The annual assessment paid by the other Owners shall not exceed the maximum assessment for common expenses permitted by Section 4 of this Article; and [continued next page]



(b) HSL shall be responsible for paying the difference between the common expenses otherwise to be funded by annual assessments and the amount received from Owners, other than HSL, in payment of the annual assessments for common expenses levied against their respective Lots. Such difference, herein called the "Deficiency", shall not include any reserve for replacements, operating reserves, depreciation reserves or capital expenditures. HSL may at any time give written notice to the Association prior to November 30 of a calendar year thereby terminating effective as of December 31 of such calendar year its responsibility for the Deficiency and waiving its right to exclusion from annual assessments. Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Lot owned by HSL shall thereafter be assessed at twenty-five (25) percent of the annual assessment established for Lots owned by Class A members other than the HSL. Such assessments shall be prorated as to the remaining whole calendar months of the then current fiscal year of the Association. Upon transfer of title of Lot owned by HSL, the Lot shall be assessed in the amount established for Class A members, prorated as of and commencing with the month following the date of transfer of title. Notwithstanding the foregoing, any Lots from which HSL derives any rental income, or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as Lots owned by Owners other than HSL, prorated as of and commencing with the month following the execution of the rental agreement or mortgage or the contract purchaser's entry into possession, as the case may be.

Section 8. Exemption from Assessments. The assessments, charges and liens provided for or created by this Article shall not apply to the Local Common Areas, any property dedicated to and accepted for maintenance by a public or governmental authority or agency, any property owned by a public or private utility company or public or governmental body or agency, or any property owned by a charitable or non-profit organization.

Section 9. Date of Commencement of Annual Assessments; Due Dates. The annual assessments for common expenses shall commence, prorated, as to all Lots subject thereto on June 1, 1988. The Board of Directors shall fix the amount of the annual assessment for common expenses against each Lot not later than December 1 of each calendar year for the following calendar year. Written notice of the annual assessment for common expenses shall be sent to every Owner. Unless otherwise established by the Board of Directors, assessments for common expenses shall be collected on an annual basis. The due date for the assessments and for any special assessments shall be as established by the Board of Directors.

## ARTICLE VIII

### GENERAL PROVISIONS ON ASSESSMENTS

Section 1. Application. The provisions of this Article shall apply to Class A and Class B members.

Section 2. Lien for Assessments. All sums assessed to any Lot pursuant to this Declaration, including those owned by HSL, together with interest and all costs and expenses of collection including reasonable attorney's fees, shall be secured until paid in full by a continuing lien on such Lot in favor of the Association.

Section 3. 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 highest rate allowed by Florida law. The Association may bring an action at law against the Owner personally obligated to pay such assessment, or foreclose the lien against the Lot, or both. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Local Common Areas or abandonment of his Lot.

Section 4. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

Section 5. Homestead. By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Lot shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. The Section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration, but to be construed in its favor.

Section 6. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any Institutional Mortgage which is given to or held by an Institutional Lender or which is guaranteed or insured by the FHA or VA. The sale or transfer of any Lot pursuant to foreclosure of such Institutional Mortgage or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request from an Institutional Lender, report to any such Institutional Lender any assessments remaining unpaid on the Lot for which they hold or guarantee an Institutional Mortgage for a period longer than sixty (60) days after the same have become due, and shall give such Institutional Lender a period of thirty (30) days from the date of such request in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided, however, that such Institutional Lender first shall have furnished to the Association written notice of the existence of its Institutional Mortgage, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this Section are to be given. Any such Institutional Lender holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Declaration.

Section 7. Certificate of Amounts Due. The Association shall, upon written demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as the date of its issuance.

## ARTICLE IX

### USE RESTRICTIONS

Section 1. Residential Use. All of the Properties shall be known and described as residential property and no more than one (1) single-family dwelling unit may be constructed on any Lot, except that more than one (1) Lot may be used for one (1) [continued next page]

dwelling unit, in which event all restrictions in this Declaration shall apply to such Lots as if they were a single Lot.

Section 2. Structures. Except as originally constructed by HSL or Declarant or thereafter reconstructed to repair damage or destruction to the original dwelling unit, no dwelling unit shall be erected nearer to a Front Street Line, a Side Yard Line, or a Rear Yard Line than is allowed by the Building and Zoning Codes of the County. Above ground swimming pools of any type are prohibited. Solar collectors or other energy devices based on renewable resources are permitted provided that the same are not visible from the Front Yard Line.

Section 3. Dwelling Units. No dwelling unit shall have a square foot area of less than one thousand five hundred (1,500) square feet, exclusive of screen enclosed areas, open porches, terraces, patios and garages. A shrubbery planting shall be in front of each dwelling unit, which planting shall comply with county regulations. Garage doors shall remain closed except as needed for ingress and egress or while work is being performed either in the garage or on the grounds. Doors may be open during daylight hours, if screened with a black, white, brown, tan or grey pet resistant screen attached to a rigid frame. No soft frames or pet entry doors allowed. One personal entry door of same construction is allowed. Approval by Berkley Woods Architectural Committee is required prior to installation.

Section 4. Easements.

(a) Perpetual easements for the installation and maintenance of utilities and drainage areas are hereby reserved to HSL or Declarant and the County in and to all utility easement and drainage easement areas shown on the Plat, which easements shall include, without limitation, the right of reasonable access over Lots to and from the easement areas, and HSL Declarant and the County each shall have the right to convey in whole or in part such easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Neither the easement right reserved pursuant to this Section or as shown on the Plat shall impose any obligation on HSL, or Declarant to maintain such easement areas, or to install or maintain the utilities or improvements that may be located on, in or under such easements, or which may be served by them. Within any such easement areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with access to or the installation, use and maintenance of such easement areas or any utilities or drainage facilities contained therein, or which may change the direction of flow or obstruct or retard the flow of drainage water in any such easement areas, or which may reduce the size of any water retention areas constructed by HSL or Declarant in such easement areas. The easement areas of each Lot, whether as reserved hereunder or as shown on the Plat and all improvements in such easement areas shall be maintained continuously by the Owner of the Lot upon which such easement exists, except for those improvements for which a public authority, utility company or the Association pursuant to this Declaration is responsible. With regard to specific easements for drainage shown on the Plat, HSL and the Declarant shall each have the right, but without any obligation imposed thereby, to alter or maintain drainage facilities in such easement areas, including slope control areas. No Owner shall alter or modify the drainage flow on his Lot without prior approval as set forth in Section 17 of this Article.

(b) HSL may designate certain areas of the Properties as "Drainage Easements" on the Plat. No permanent improvements or structures shall be placed or erected upon such Drainage Easements. In addition, no fences, driveways, pools and decks, patios, air conditioners, improvements with any impervious surface, utility sheds, trees, shrubs, hedges, plants or any other landscaping element other than sod shall be placed or erected upon or within such Drainage Easements. This Section shall not apply to HSL or Declarant if such improvements by it are approved by the County.

(c) HSL, for itself and its successors and assigns, for Declarant and for the Association may reserve a landscape and signage easement running along the perimeters of certain Lots within the Properties as more specifically shown on the Plat or other instrument recorded in the Public Records of the County, for the purposes of construction of monument signage. Once such monuments have been erected by HSL or Declarant, the Association shall have the obligation, at the Association's expense, which shall be a common expense, to maintain, repair and replace such monuments in a neat and aesthetic condition like that as originally constructed by HSL or Declarant. Declarant and HSL shall have the right, but not the obligation, to maintain, repair, replace or remove such monuments and shall have all easements reasonably necessary upon the Properties to permit Declarant and HSL to exercise such rights. Nothing in this Section shall be construed to obligate HSL or Declarant to construct any such monuments.

(d) Association and Owners consent hereby to an easement for utilities including but not limited to telephone, gas, water, cable television, electricity, sanitary sewer service, irrigation and drainage in favor of all lands which abut the Properties, their present Owners and their successors and assigns. The easement set forth in this Paragraph shall include the right to "tie in", join and attach to the existing utilities, sanitary sewer service, irrigation and drainage in the Properties so as to provide access to these services to said abutting lands directly from the Properties.

(e) The Board of Directors shall have the right to create new easements for pedestrian and vehicular traffic and utility services across and through the Properties; provided, however, that the creation thereof does not materially adversely affect the use of any Lot.

(f) The creation of new easements as provided for in this Section shall not unreasonably interfere with ingress to and egress from a Lot or dwelling unit thereon.

(g) In the event that any structure or improvement on any Lot shall encroach upon any of the Common Areas, Local Common Areas or upon any other Lot for any reason other than the intentional or negligent act of the Owner, or in the event any Common Areas or Local Common Areas shall encroach upon any Lot, then an easement shall exist to the extent of such encroachment for so long as the encroachment shall exist.

(h) Notwithstanding anything in this Section to the contrary, no easement granted by this Section shall exist under the outside perimetrical boundaries of any dwelling unit originally constructed by the Declarant or HSL on any portion of the Properties.

Section 5. Use of Accessory Structures. Other than the dwelling unit and its garage, no tent, shack, barn, utility shed or building shall, at any time, be erected and used on any Lot temporarily or permanently, whether as a residence or for any other purpose; provided, however, that temporary buildings, mobile homes, or field construction offices may be used by Declarant or HSL and its agents contractors and subcontractors in connection with construction work. No recreation vehicle may be used as a residence or for any other purpose on any Lot.

Section 6. Commercial Uses and Nuisances. No trade, business, profession or other type of commercial activity shall be carried on upon any Lot, except as hereinafter provided for Declarant or HSL and except that real estate brokers, Owners and their agents may show dwelling units in the Properties for sale or lease. Nothing shall be done on any Lot which may become a nuisance or an unreasonable annoyance to the neighborhood. Every person, firm or corporation purchasing a Lot in the Properties recognizes that both HSL and Declarant, their agents or [continued next page]

designated assigns have the right to (i) use Lots or dwelling units erected thereon for sales offices, field construction offices, storage facilities, general business offices, (ii) maintain fluorescent lighted or spotlight furnished model dwelling unit in the Properties open to the public for inspection seven (7) days per week for such hours as are deemed necessary; (iii) to construct additional dwelling units and other improvements upon the Properties; and (iv) to erect and maintain such signs as HSL or Declarant may deem necessary upon the Properties. HSL's and Declarant's rights under the preceding sentence, except that of construction of dwelling units and for improvements, shall terminate on December 31, 1993, unless prior thereto Declarant HSL or has indicated its intention, respectively, to abandon such rights by recording a written instrument among the Public Records of the County. It is the express intention of this Paragraph that the rights granted HSL and Declarant to maintain sales offices, general business offices and model dwelling units shall not be restricted or limited to HSL's or Declarant's sales activity relating to the Properties, but shall also benefit HSL and Declarant in the construction, development and sale of such other real property which HSL or Declarant may own. No electrical machinery, devices or apparatus of any sort shall be used or maintained in any Unit which causes interference with the television or radio reception of any other Units.

Section 7. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that cats, dogs, and other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. No person owning or in custody of a dog shall allow the dog to stray or go upon any other Owner's Lot without the consent of the Owner of such Lot. No more than a total of two (2) animals may be kept on any Lot. Each dog must be on a leash when the dog is outside of the Owner's Lot.

Section 8. Fences, Walls and Hedges. Except as to fences, walls or hedges originally constructed or planted by or with the written authorization of the Declarant, no fences, walls or hedges of any nature may be erected, constructed or maintained upon any Lot except in accordance with the terms and conditions of the Master Declaration and the Building and Zoning Codes of the County; provided, however, that no such fence, wall or hedge shall be erected or permitted on a Lot in any location thereon where Declarant has erected a Subdivision privacy fence or monument as provided in Subsection 4(c) of this Declaration. No fence, wall or hedge may be constructed or maintained between a Front Street Line and the Front Dwelling Line. Notwithstanding the foregoing, a decorative wall or entrance forward of the Front Dwelling Line or forward of a Side Dwelling Line fronting a Side Street Line shall be permitted if constructed at the same time as the original dwelling on the Lot as part of the dwelling's elevation or design.

Section 9. Vehicles. No motor vehicle shall be parked on the properties except on a paved or concrete driveway or in a garage. No motor vehicle which are primarily used for commercial purposes except off-duty public service vehicles such as police and emergency medical vehicles, other than those present on business, and no trailer, motorcycle, camper, cargo van, box truck, semi-trailer, recreational vehicle, travel trailer, camping trailer, truck camper, motor home, boat or boat trailer may be parked in the properties unless inside a garage and concealed from public view. Personal use pick-up trucks with no more than four (4) tires are allowed providing they do not have oversized tires, raised hydraulics, stacked pipes, racks, ladders, crash bars, or any commercial identification.

Section 10. Storage. No Lot shall be used for the storage of rubbish, trash, garbage or other waste and such material shall not be kept on any Lot except in sanitary containers properly concealed from public view.

Section 11. Clothes Hanging and Drying. All outdoor clothes hanging and drying activities shall be done in a manner so as not to be visible from any Front Street or Side Street or [continued next page]

any adjacent or abutting property and are hereby restricted to the area between the Rear Dwelling Line and the Rear Yard Line and, in the cases of Lots bordering a Side Street, to that portion of the aforescribed area which is not between the Side Street and the Side Dwelling Line. All clothes poles shall be susceptible of being lifted and removed by one (1) person in one (1) minute's time and shall be removed by the Owner when not in actual use for clothes drying purposes.

Section 12. Antennas. No exterior radio, television or other electronic antennas or aerials or satellite dish antennas may be erected or placed on the Lot or building thereon, except that any attic or "under roof" antenna not visible from any portion of the exterior of any building may be installed by a Unit Owner and one (1) television antenna of standard size and configuration may be affixed to the exterior of the Unit constructed on a Lot provided such antenna is not higher than ten (10) feet above the highest point of such Unit. No other exterior radio, television or other electronic antennas or aerials or satellite dish antennas shall be erected, maintained or operated upon any of the Properties, or buildings or Units located thereon.

Section 13. Street Lighting. All street lighting on the Properties shall be in accordance with applicable governmental ordinances, rules and regulations now or hereafter in effect. The Association shall have the right to contract for street lighting and the fees under any such contract shall be a common expense of the Association.

Section 14. Signs. Except as otherwise provided in this Section, no signs of any nature whatsoever shall be erected or displayed upon any of the Properties other than by HSL or Declarant, except when express prior written approval of the size, shape, content and location thereof has been obtained from the Association. Every Owner has the right, without the consent of the Association, to place upon his Lot one (1), but only one (1), professionally made sign which shall not be larger than nine (9) square feet and which shall contain no wording other than "For Sale" or "For Rent", the name and address of one (1) registered real estate broker and a phone number of Owner or his agent.

Section 15. Lawns; Lot Upkeep. All Lots shall have grass lawns except in landscape and driveway areas. No mulch, pebble, rock or paved "lawns" shall be allowed. All Owners of Lots with completed dwelling units thereon shall, as a minimum, have the grass regularly cut and all trash and debris removed. If any Owner of a Lot fails, in Declarant's sole discretion, to maintain their Lot as required herein, Declarant, after giving such Owner at least ten (10) days written notice, is hereby authorized, but shall not be hereby obligated, to maintain that Lot and said Owners shall reimburse Declarant for actual costs incurred therewith.

Section 16. Architectural Control. Except as to HSL, prior to the commencement of the work described therein, all building plans and specifications (including plot plan, grading plan and material lists) for the original construction, alteration or addition of structures, or for the erection of hedges or fences, and all plans for the landscaping of Lots, and all plans or agreements relating to the appearance, colors and materials to be used on the exterior of a structure, shall be approved in writing by Declarant. Declarant shall have the absolute right to approve or disapprove said plans for any reason including aesthetic considerations. All plans must be sent to Declarant by registered mail or certified mail, return receipt requested to Arthur Rutenberg Corp., 13830 58th Street North, Clearwater, Florida 34620 or such other address as Declarant may hereafter from time to time designate in writing. Any plans not disapproved within thirty (30) days after their receipt by Declarant shall be deemed approved. The rights granted to [continued next page]

Declarant under this Section shall terminate on December 31, 1992, unless prior thereto Declarant has indicated its intention to abandon such rights by recording a written instrument among the Public Records of the County.

Section 17. Modifications. No Owner shall cause any additions, modifications, improvement or changes to be made on the exterior of their dwelling unit, including painting, stone work, veneer, brick work, brick, stucco, stucco veneer or any facade of any nature or other decoration, or the installation of electrical wiring, machinery, water softener or air-conditioning units which may protrude through the walls or roof of the dwelling unit, or in any manner change the exterior appearance of any portion of the dwelling unit, or change any grade or drainage flow on the Properties or modify any landscaping of the Properties without the written consent of Declarant, for the period set forth in Section 16 of this Article and thereafter, the Board of Directors of the Association first had and obtained. Declarant, and subsequently the Board of Directors of the Association, may establish any reasonable requirement it deems necessary to grant or deny such modifications.

## ARTICLE X

### GENERAL PROVISIONS

Section 1. Master Declaration and Association. Every Owner of a Lot within the Properties, by acceptance of a Deed for said Lot, hereby acknowledges that such Lot and such Owner are, or will be, subject to the Master Declaration and Master Association and all the terms and conditions thereof including, but not limited to, assessment for common expenses and lien rights in favor of the Master Association for the collection of such assessments. In the event that, at the time of conveyance of a Lot to an Owner, HSL has not yet made the Properties subject to the Master Association and Master Declaration, such Owner agrees that they will execute any and all documents reasonably necessary to make such Lot subject to the Master Declaration and the Master Association.

Section 2. Enforcement. The Association, the Master Association, HSL, the Declarant and any Owner shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or as may be expressly authorized by the Master Declaration as described in Section 1 of this Article. Failure of the Association, Master Association, HSL, Declarant or any Owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration or the Master Declaration, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees, including those on appeal, incurred by the party enforcing them. The Master Association, HSL or Declarant shall not be obligated to enforce this Declaration or the Master Declaration and shall not in any way or manner be held liable or responsible for any violation of this Declaration or the Master Declaration by any person other than itself.

Section 3. Severability. Invalidity of any word, term, phrase or other portion of this Declaration by law, judgment or court order shall not affect any of the other provisions of this Declaration, and such other provisions shall remain in full force and effect.

SECTION 4. AMENDMENT. The covenant and restriction of this declaration shall run with and bind the properties for a [continued next page]

term of 20 years from the date this declaration is recorded in the public records of the county, after which time they shall be automatically extended for successive periods of ten years unless terminated by the vote of 80 percent of the voting members at a meeting called for such purpose. This declaration may be amended by recording an instrument signed by the president and the secretary of the Association after the amendment has been approved by affirmative vote of 70 percent of the voting members present in person or by proxy and voting on the proposed amendment at an annual or special meeting of Berkley Woods Owners Association, Inc. called for that purpose.

Section 5. Exception. Notwithstanding any provision of this Article to the contrary, HSL shall have the right, to amend this Declaration, from time to time, for a period of five (5) years from the date of its recording to make such changes, modifications and additions therein and thereto as may be requested or required by any Institutional Lender or any governmental agency or body as a condition to or in connection with such Institutional Lender or agency's agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots or any other amendment which HSL deems necessary provided such amendment does not destroy or substantially alter the general plan or scheme or development of the Properties. Any such amendment need be executed only by HSL and shall be effective upon its recording. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment.

Section 6. Irreparable Harm. Every Owner agrees and acknowledges that a violation of any term or condition of this Declaration by such Owner or their family members, guests, invitees, licensees, tenants or servants constitutes irreparable harm to HSL, the Declarant and every other Owner in the Properties and that any action at law or equity to obtain an injunction against such violation shall require no further proof of irreparable harm other than the admission herein contained.

## ARTICLE XI

### ASSIGNMENT BY DECLARANT

Section 1. Assignment Rights. Notwithstanding anything to the contrary in this Declaration, both HSL and Declarant shall have the right, to assign, from time to time, in whole or in part, any rights they have under this Declaration. Such assignment may be exclusive, non-exclusive, revocable or irrevocable, all at HSL's or Declarant's sole option. Any such [continued next page]



assignment shall not be effective unless and until such assignment has been evidenced by a written instrument and recorded in the Public Records of the County.

IN WITNESS WHEREOF, the undersigned, being the Association has hereunto set its hand and seal this \_\_\_\_ day of July, 2023.

Signed, Sealed and Delivered in Our Presence:

**Berkley Woods Owners Assn., Inc.  
a Florida non-profit corporation**

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Richard Franco, President

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Printed Name

State of Florida  
County of Hernando

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of July, 2023, by Richard Franco, President of Berkley Woods Owners Assn., Inc., who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public

Sign \_\_\_\_\_

Print \_\_\_\_\_

Seal

My Commission Expires \_\_\_\_\_

Signed, Sealed and Delivered in Our Presence:

**Berkley Woods Owners Assn., Inc.  
a Florida non-profit corporation**

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Barbara Fredricksen, Secretary

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Printed Name

State of Florida  
County of Hernando

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of July, 2023, by Barbara Fredricksen, Secretary of Berkley Woods Owners Assn., Inc., who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public

Sign \_\_\_\_\_

Print \_\_\_\_\_

Seal

My Commission Expires \_\_\_\_\_