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DECLARATION OF COVENANTS AND CONDITIONS
MILLPOND ESTATES SECTION FIVE

THIS DECLARATION, made on the date hereinafter set forth by PREMIERE GROUP, INC., a Florida corporation (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property, known as MILLPOND ESTATES SECTION FIVE in the County of Pasco, State of Florida, which is more particularly described on Exhibit "A", attached hereto and made a part hereof, which property has been platted as set forth in Plat Book 26, at Pages 109-113, of the Public Records of Pasco County, Florida.

WHEREAS, Southeast Bank, N.A., as mortgagee of the land described herein (hereinafter referred to as "Mortgagee") joins in and consents to this Declaration as applicable to the lands described, provided, however, that such consent by Mortgagee shall not be construed to operate as a subordination of the lien of the mortgage encumbering the lands described herein and held by said Mortgagee to any easement or other property interest created or to be created in the future pursuant to the terms hereof.

WHEREAS, Declarant desires to provide for the maintenance, operation, repair and replacement of certain property (hereinafter referred to as "Common Area") for the benefit of Declarant and "Owners" as hereinafter defined.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the 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.

MARTIN & FIGURSKI
 ATTORNEYS AT LAW
 P. O. BOX 184
 NEW PORT RICHEY, FLORIDA
 34654-0184
 (813) 842-8433

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ARTICLE I
DEFINITIONS

Section 1. "Section Five Association" shall mean and refer to MILLPOND ESTATES SECTION FIVE HOMEOWNERS ASSOCIATION, INC., its successors and assigns, a non-profit Florida corporation.

Section 2. "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of MILLPOND ESTATES SECTION FIVE, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain property as described on Exhibit "A" and such additions and improvements thereon as may hereafter be built in MILLPOND ESTATES SECTION FIVE.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned or to be owned by the MILLPOND ESTATES COMMUNITY HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as "Community Association"), and the Section Five Association for the common use and enjoyment of the Owners, including but not limited to that certain property as described on Exhibit "B" attached hereto and made a part hereof, the recreation center and the roadways.

Section 5. "Recreation Center" are those facilities and the land referenced thereunder and appurtenances thereto located on that property legally described on Exhibit "C" attached hereto and made a part hereof. It is not hereby contemplated that MILLPOND ESTATES SECTION FIVE HOMEOWNERS ASSOCIATION, INC., will hold title to all or part of the Recreation Center.

Section 6. "Community Association", referenced hereinabove, is a non-profit Florida corporation, one of whose present and continuing members are Section Five Association and

all other associations in Millpond Estates.

Section 7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of MILLPOND ESTATES SECTION FIVE with the exception of the Common Area.

(a) "Residence" shall mean an unattached residential dwelling unit constructed, erected, or located upon a Lot which is designed and intended for use and occupancy as a residence by a single family except that the Developer, in its discretion, can (i) cause a Lot or portion thereof to be dedicated or used for right-of-way purposes and (ii) utilize the same in and about its sales programs, as the same are adopted by the Developer from time to time.

Section 8. "Roadways" shall mean the interior dedicated paved roadway system contained within Millpond Estates, including but not limited to, all improvements thereon and gutter systems adjacent or attached thereto. Certain private streets are located in Millpond Estates, but the same are not located in MILLPOND ESTATES SECTION FIVE, and said association has no obligation for maintenance of same.

Section 9. "Declarant" shall mean and refer to Premiere Group, Inc., its successors and assigns.

ARTICLE II
PROPERTY RIGHTS AND DUTIES

Section 1. Owner's Easement 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, subject to the following provisions:

(a) All provisions of this Declaration, any additional covenants and restrictions of record, any plat of all or any part or parts of the Properties including easements reserved or delineated therein, the Articles of Incorporation and By-Laws of Section Five Association, and the Articles of Incorporation or any By-Laws of the Community Association;

(b) The right of Section Five Association and/or

of the Community Association to suspend voting rights and right to use the recreational facilities which are part and parcel of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the rules and regulations adopted by the Community Association governing use and enjoyment of the Common Area;

(c) The right of the Community Association and the Section Five Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Community Association or the Section Five Association;

(d) Any and all restrictions governing MILLPOND ESTATES SECTION FIVE.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Community Association or the Section Five Association, his right of enjoyment to the Common Area to the members of his family or his tenants.

Section 3. Ingress and Egress. A non-exclusive easement for access, ingress and egress is hereby created and reserved for pedestrian traffic over, through and across sidewalks, walks, bikeways, paved surfaces and lanes, as the same, from time to time, may exist upon the Lots as shown on the Plat of MILLPOND ESTATES SECTION FIVE for each Owner, his family, tenants, guests, invitees, employees and for public officials and employees and all other persons who make use of travel on the same for lawful purposes.

Section 4. Additional Easements. Developer reserves the right to grant such easements without owner approval as shall facilitate installation of utilities or other necessity of development of MILLPOND ESTATES SECTION FIVE or any future section. Developer reserves the right to place directional

signs in MILLPOND ESTATES SECTION FIVE for all sales activities in MILLPOND ESTATES SECTION FIVE and for sales in other sections of Millpond Estates. Such signage rights shall terminate when Developer, or its successors and/or assigns, is sold out in all sections of Millpond Estates.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS OF SECTION FIVE ASSOCIATION

Section 1. Membership. The members of the Section Five Association shall consist of all Owners. Membership is automatically conferred upon acquisition of a Lot, as defined in this Declaration, and as evidenced by the filing of a deed to such a Lot. Membership is an incident of ownership and is not separately transferable.

Section 2. Voting Rights. The Section Five Association shall have two (2) classes of voting membership:

(a) Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as said persons determine, but in no event shall more than one (1) vote be cast with respect to any one (1) Lot.

(b) Class B. Class B Member(s) shall be the Declarant, which shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(2) on January 1, 1993.

Section 3. Amplification. The provisions of this Declaration are amplified by the Articles of Incorporation and the By-Laws; provided, however, no such amplification shall

substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of any conflict between this Declaration and the Articles of Incorporation or the By-Laws, this Declaration shall control.

ARTICLE IV
RIGHTS AND OBLIGATIONS OF SECTION FIVE ASSOCIATION

Section 1. Maintenance of Common Area. Section Five Association, as set forth herein and in any other recorded restrictions shall be responsible for the cost of management and administration of the Section Five Association obligation and shall, as necessary, assess and collect from all lot owners the funds required for such purpose.

The Section Five Association is required to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the common areas and those limited common areas which the Section Five Association may be obligated to maintain. The fund is maintained out of regular assessments for common expenses.

The Section Five Association has the right to grant permits, licenses, and easements over the common areas in Section Five for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

Section Five Association, as set forth herein and in any other recorded restrictions, shall be responsible to the Community Association, on a pro rata share basis, for the actual or projected cost of required maintenance, weed control and maintenance of lakes and lighted fountains, care and maintenance of entry monuments and landscape buffers, insurance, taxes, utilities, maintenance, operation, and management of the recreation center and Common Areas, and a pro rata share of all other obligations of the Community Association.

Section 2. Right of Entry. Section Five Association and the Community Association are hereby granted a right of entry

to each Lot to the extent reasonably necessary to discharge their duties of maintenance and repair or for any other purpose reasonably related to the Section Five Association's performance or the Community Association's performance of any duty imposed, or exercise of any right granted, by this Declaration. Such right of entry shall be exercised in a reasonable manner at reasonable times, except in emergencies.

Section 3. Decorative Identification Sign. The Community Association's maintenance responsibilities shall extend to and include maintenance of the decorative identification sign, or signs, indicating entrance to MILLPOND ESTATES SECTION FIVE and all future similar signs, for which the Section Five Association shall contribute its PRO RATA SHARE.

Section 4. Information. The Section Five Association is required to make available to unit owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration, By-Laws, other rules concerning the project, and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. Any holder of a first mortgage is entitled, upon written request, to a financial statement for the immediately preceding fiscal year.

Section 5. Declarant's Right of Use. In recognition of the fact that Developer will have a continuing and substantial interest in the development and administration of MILLPOND ESTATES SECTION FIVE, the Declarant hereby reserves for itself, and the Section Five Association acknowledges, that the Declarant shall have the right to the use of the right-of-way improvements and all the Common Area including the recreation area and the improvements thereon as well as other buildings and facilities in conjunction with and as part of the program of sale, leasing, constructing and developing of MILLPOND ESTATES

SECTION FIVE without any cost to Declarant for such rights and privileges. This right shall include the right to Declarant (including but not limited to, its employees and agents) to reasonable use of the Common Area from time to time for sales and/or administrative offices including, without limiting the generality of the foregoing the right to maintain "for sale" signs and billboards for the use and benefit of the Declarant in and about the Common Area and the right to utilize, exclusively or non-exclusively at the discretion of the Declarant, portions of the improvements on the recreation area, as determined by the Declarant for the sales offices, administrative offices as well as for marketing purposes in the development of MILLPOND ESTATES SECTION FIVE, sales of Lots, development, construction, marketing and erection of improvements thereon. For purposes of this subparagraph, the term "Declarant" shall also include any Lender or Mortgagee of the Declarant or the successors or assigns thereof or any person or entity acquiring title to any of the Lots, pursuant to a foreclosure of a Lender's mortgage or a deed in lieu of foreclosure. These rights and privileges, which shall in no way limit Declarant's rights and privileges under other Millpond Estates documents shall terminate when Declarant no longer owns any Lots in Millpond Estates or such earlier date upon which Declarant shall notify the Association of its voluntary written election to relinquish at an earlier date the rights and privileges of use provided, however, the Declarant may not relinquish any rights or privilege then subject to the provision of any lien, mortgage, security agreement, assignment or similar instrument securing a loan by an Institutional Mortgagee to the Developer.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of a Lien and Personal Obligation of Assessments. Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner by acceptance of a

deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Section Five Association:

(a) Annual assessments as hereinafter defined;

(b) Special assessments, not otherwise herein contained, against any particular Lot which are established, pursuant to the terms of this Declaration or pursuant to the terms of the Articles of Incorporation and By-Laws of Section Five Association or of the Community Association for capital improvements; and

(c) All excise taxes, if any, which may be imposed on all or any portion of the foregoing by law.

All such assessments, together with interest and all costs and expenses of collection, including reasonable attorneys' fees and appellate attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees and appellate attorneys' 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 assessment shall pass to an Owner's successors in title, only if expressly assumed by said successors.

Section 2. Purpose of Assessments. The assessments levied by the Section Five Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and for the improvement, management, operation and maintenance of the Recreation Center and Common Areas, decorative identification sign(s), lakes, fountains, landscaped buffers existing now or in the future, the roadways and paved areas held by the Community Association, and such emergency repairs as the Association shall deem necessary. The

Section Five Association shall effectuate the foregoing purposes, in accordance with the Articles of Incorporation and By-Laws of this Section Five Association and the Community Association.

In carrying out these purposes for which the general assessment shall be made as set forth hereinafter and subject to the economic reality of the sums necessary to be expended in providing the items of service as set forth herein and as same shall vary from time to time, the Association may acquire and pay for, out of the funds derived from general assessments, certain items of service which may include, but may not be limited to, the following:

(a) electricity, lightbulbs, wiring and other necessary electrical utility service for the Common Area and any improvements located thereon;

(b) maintenance of the grounds of the Common Area and dedicated areas and any facilities therein or services therefor, including, but not limited to sprinkler system, other equipment and personnel necessary for lawn and shrubbery service and for maintenance of the sidewalks and walkways located in the dedicated areas not adjacent to a lot and in the Common Area and the rights-of-way outside the Common Area including but not limited to any main entrance-way(s) to said subdivision;

(c) carry and pay for public liability, Directors and Officers Errors and Omissions and other insurance, insuring the Association and its officers and directors and the Declarant against any and all liability to any Owner and others arising out of the occupancy and/or use of the Common or easement area(s). Policy limits shall be reviewed at least annually and increased or decreased at the discretion of the Board of Directors upon a proper vote as set forth in the By-laws hereto at a meeting duly called for said purpose.

(i) Property insurance in an amount equal to the then full replacement cost (exclusive of land, foundation,

excavation and other items normally excluded from such coverage) of the improvements on the Common Area, such insurance to afford protection against at least the following:

(a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, vandalism, malicious mischief, windstorm, and water damage; and

(b) such other risks as shall customarily be covered with respect to areas similar to the Common Areas in developments similar to MILLPOND ESTATES SECTION FIVE in construction, location and use.

(ii) A comprehensive policy of public liability insurance covering all of the Common Areas and improvements located thereupon, and insuring the Section Five Association (and until the Transfer Date, the Developer), covering all claims for personal injury and/or property damage arising out of a single occurrence, such coverage to include protection against water damage liability, liability for non-owned and hired automobile, liability for property of others, and such other risks as shall customarily be covered with respect to areas similar to the Common Areas in developments similar to MILLPOND ESTATES SECTION FIVE in construction, location and use.

(iii) Such other forms of insurance and in such coverages as the Association shall determine to be required or beneficial for the protection of the Association or preservation of the Common Areas or in the best interests of MILLPOND ESTATES SECTION FIVE.

(d) trash and garbage collection, sewer and water for the Common Area and any and all improvements located thereon;

(e) maintenance of drainage and conservation area(s) and facilities therein or thereon;

(f) any and all legal fees, audit fees and miscellaneous management costs and fees, and expenditures for

management costs and fees commencing with the Developer's turnover of control of the Association to the Membership in accordance with Article III, Section 2(b), that are necessary and proper in the opinion of the Board of Directors and any and all materials supplies, labor, services, maintenance, insurance, taxes or assessments which the Association is required to pay or to secure pursuant to the terms of the Declaration or the By-laws, or which is necessary or proper in the opinion of the Board of Directors, for the benefit of the Owners or for the enforcement of these restrictions;

(g) maintenance of street lighting including but not limited to the payment of electric utility service obligations;

(h) all cost of operating and maintaining the Common Area including the Drainage Retention Area, Building and Storage Site and further including operating the recreational facilities at the Recreation Center and further including the swimming pool, heating the same, the tennis courts, shuffleboard courts, barbeque area, as well as all other such facilities and personnel requisite to operate, program, conduct and maintain the same, it being understood that the Section Five Association shall not be required to provide any or all of such services as described in this subsentence;

(i) any and all other purposes deemed necessary and proper upon a proper vote as set forth in the By-laws at a meeting duly called at which the Section Five Association may vote to establish an additional category for the happening of certain named events or services which are required or desired by the Section Five Association, which vote shall be determined and set forth in a resolution duly voted upon and executed by the Section Five Association.

(j) Any and all sums necessary to repair, replace, construct or reconstruct any building or improvements upon the Common Area or servicing the Common Area, damaged by any

casualty not covered in whole or in part by insurance. Any difference between the amount of insurance proceeds, if any, received with respect to such damage and the amount of funds necessary to repair, replace, construct or reconstruct such damages shall be a Section Five Association expense, and the Section Five Association will levy a special assessment against the Lots for the funds necessary to pay such Section Five Association expense within ninety (90) days from the date such damage was incurred. The Section Five Association shall pay into an account with a federal or state commercial or savings bank or savings and loan association located in the State of Florida, any such funds collected by special assessment and all insurance proceeds collected by the Section Five Association so that the funds on deposit will equal the cost of repair, replacement, construction or reconstruction of the damaged improvements, and the Section Five Association shall go forward with all deliberate speed so that such repair, replacement, construction or reconstruction shall be completed as soon as reasonably possible.

Should the insurance proceeds be sufficient to repair, replace, or reconstruct the damage and there remains an excess after payment for repair, replacement and reconstruction, then any excess shall be held by the Section Five Association for the use of the Section Five Association unless at least seventy-five percent (75%) of the Lots then in existence shall have voted in favor of a distribution of such proceeds. Notwithstanding the foregoing, no such distribution shall be made unless at least seventy-five percent (75%) percent of the Institutional Mortgagees holding mortgages of record with respect to the Lots have given written consent to the distribution of the insurance proceeds. After the requisite vote of the Owners of the Lots and the required approval of the Institutional Mortgagees are received, the excess shall be distributed to the Owners of Lots

Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, if there is present, members or proxies entitled to cast at least fifty percent (50%) of all the votes of each class of membership, the Members and proxies may by a majority vote of those present call a subsequent meeting without being subject to the notice requirement set forth herein. The required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots. However, as long as there is a Class B membership, the Developer will have the following options:

(a) The Developer may initially or thereafter pay the full rate of assessment, at which time the obligation to pay the difference between expenses and assessments, if any, as set forth below, will cease; or

(b) Developer may subsidize to the Section Five Association the difference, if any, between the actual expenses of the Section Five Association and the total amount assessed collectively against all other Owners. If the Developer determines to utilize this method, the Section Five Association will levy and collect from each Owner a "Guaranteed Assessment" for the year 1989 and the respective Owners will pay One Hundred Eighty-Five and 88/100 Dollars (\$185.88) per Lot. As for each calendar year thereafter during and for the remainder of the time in which Developer determines to utilize this method, the Guaranteed Assessment to be paid each year for each Lot by each Owner shall be determined by the Developer as of January 1st of

each year provided that in no event shall the amount thereof increase at a rate of ten percent (10%) per annum as determined on a cumulative basis from date of recordation of this Declaration; provided, however, the pro rata share of the obligation of the Community Association for which the Section Five Association is responsible shall be part of the budget and assessments of the Section Five Association and shall be paid to the Community Association. Once the Developer makes such determination as to amount, such assessment will be adopted and levied by the Section Five Association. In consideration of this guarantee by Developer, it is agreed that for such time as Developer utilizes this method, Developer shall not be required to make any payment of assessments, general and/or special, on account of the Lots owned by Developer.

(c) Once the Association is turned over to the Membership in accordance with Article III, Section 2(b), Developer will only pay any assessments on lots which have received Certificate(s) of Occupancy from Pasco County, Florida.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the 1st day of the month following the conveyance of the first Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The assessments, at the election of the Section Five Association, may be collected, in advance, on a bi-annually, quarterly, or monthly basis. The Section Five Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Section Five

Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Section Five Association as to the status of assessments on a Lot is binding upon the Section Five Association as of the date of its issuance.

Section 7. Effect of Non-Payment of Assessments; Remedies of Section Five Association. Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of fourteen percent (14%) per annum, together with a ten percent (10%) late fee administration charge. The Section Five Association may, at its election, bring an action at law against the Owner personally obligated to pay same, or foreclose the lien against the Lot, or both. An election hereunder shall not be a waiver of any right or other rights Section Five Association may have either in law or equity. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien for assessments provided for herein shall be subordinate to the lien of any first mortgage securing an indebtedness which is amortized for monthly or quarter-annual payments over a period of not less than ten (10) years, and shall be subordinate to any mortgage held or insured by the Federal Housing Administration or held or guaranteed by the Veterans Administration, regardless of the period of amortization. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure or any proceeding in lieu thereof of a first mortgage meeting the above qualifications, 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 from liability for any assessments

thereafter becoming due or from the lien thereof.

Section 9. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Section Five 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 the costs and expenses of such foreclosure, including reasonable attorneys' fees and appellate attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Section Five 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 Owners' title is divested by foreclosure. The Section Five 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. In the event the foreclosure sale results in a deficiency, Section Five Association may, in its discretion, obtain a personal judgment against the Owner thereof for such deficiency, in the same manner as is provided for foreclosure of mortgages on real property in the State of Florida.

Section 10. Homesteads. By acceptance of a deed thereto, the Owner of each Lot shall agree to waive any and all possible defenses of homestead protection in an action for the foreclosure of the lien for sums assessed pursuant to this Declaration.

Section 11. Initial Contribution. As to each Lot the initial Owner who acquires fee simple title thereto from the Developer will, at time of closing on acquisition thereof, pay to the Section Five Association the sum of Fifty and no/100 Dollars (\$50.00), such payment to be received by the Section Five Association the same as other ordinary income.

ARTICLE VI
MISCELLANEOUS PROVISIONS

Section 1. Enforcement. If any person, firm, corporation, or other entity shall violate or attempt to violate any of the Covenants and Conditions, it shall be lawful for the Declarant, Owners, or the Section Five Association:

(a) To institute and maintain civil proceedings for the recovery of damages against those so violating or attempting to violate any such Covenants or Conditions; or

(b) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to violate any of the Covenants or Conditions for the purpose of preventing or enjoining all or any such violations or attempted violators. The remedies contained in this Section shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Declarant, Owners, and/or the Section Five Association, their grantees, successors or assigns, to enforce any Covenant, Condition or any other obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 2. Indemnification. The Section Five Association covenants and agrees that it will indemnify and hold harmless Declarant/Developer from and against any and all claims, suits, actions, causes of action, and/or damages arising from any personal injury, loss of life, and/or damage to property sustained on or about the Common Areas and any improvements thereon, and from and against all costs, expenses, counsel fees, and liabilities incurred by Declarant/Developer arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from

and against any orders, judgments and/or decrees which may be entered thereon. The Section Five Association shall also indemnify Declarant/Developer for any expense Declarant/Developer may incur in bringing any suit or action for the purpose of enforcing the rights of Declarant/Developer under this Declaration and any Addendum hereto or of compelling the specific enforcement of the terms, conditions, and covenants contained in this Declaration and any Addendum hereto to be kept or performed by the Section Five Association or the Owners. The Section Five Association shall further indemnify Declarant/Developer for any expenses Declarant/Developer may incur in defending any suits or action arising under this Declaration and any Addendum hereto where the Declarant/Developer is the prevailing party. Expenses incurred by the Declarant/Developer shall include reasonable attorney's fees both at trial and appellate levels. The costs and expense of fulfilling this covenant of indemnification set forth in this subparagraph shall be deemed Section Five Association expenses.

Section 3. Paragraph Headings. The paragraph headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

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

Section 5. Annexation. Additional residential real property may be annexed to the Properties with the consent of two-thirds (2/3) of each class of Members of the Section Five Association.

Section 6. Assignments. Declarant shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and withdraw from such person, firm, or

corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant by any part or paragraph of the Covenants and Conditions or under the provisions of the Plat for so long as Declarant owns no less than twenty-five percent (25%) of the Lots or until January 1, 1993, whichever is earlier. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the Owners of a majority of the Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid.

Section 7. Declarant's Rights. Declarant reserves and shall have the right to amend by recorded instrument this Declaration for the purpose of curing any error or ambiguity in or any inconsistency between the provisions contained herein.

Section 8. Term and Amendment. The Covenants and Conditions of this Declaration shall run with and bind the Properties for a term of twenty (20) years from the date this Declaration is recorded, after which time same shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than fifty percent (50%) of the Owners. Any amendment which would affect the surface water management system, including the water management portions of the Common Area, shall require the prior written approval of the Southwest Florida Water Management District. All amendments shall be certified and recorded among the Public Records of Pasco County, Florida.

Section 9. Additional Covenants. No property Owner, without the prior written approval of Declarant, may impose any additional covenants or restrictions on any part of the land shown on the Plat.

MARTIN & FIGURSKI
ATTORNEYS AT LAW
P.O. BOX 716
NEW PORT RICHEY, FLORIDA
34656-0716
(813) 842 8419

Section 10. Lender's Notices. Upon written request to the Section Five Association, identifying the name and address of the holder, insurer or guarantor and the unit number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage.

(b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any unit on which it holds the mortgage.

(c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Section Five Association.

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

Section 11. Insurance and Fidelity Bonds. The Section Five Association shall maintain in effect casualty and liability insurance and fidelity bond coverage as specified in the FNMA Lending Guide, Chapter Three, Part Five, Insurance Requirements.

Section 12. Developer. Anything herein to the contrary notwithstanding during the time that Declarant/Developer is actively developing or selling the Subdivision or the land described in Exhibit "A", Declarant/Developer reserves the right to amend this Declaration, the Articles of Incorporation and the By-Laws of the Association in any manner whatsoever; provided, however, that Developer may not alter the character of the development as residential, nor may the Developer delete any Common Area designated, submitted or committed to common usage. Developer's rights hereunder may be assigned to any successor to all or any part of Developer's interest in the Subdivision or the land described in Exhibit "A".

Section 13. Miscellaneous. Notwithstanding anything to the contrary stated herein, any lot may be designated by the Developer as model home lots and may be used as such by the Developer, its designees or assigns, in accordance with the rules, regulations and approvals of Pasco County, Florida.

IN WITNESS WHEREOF, the undersigned, being the Declarant and the Mortgagee herein, have hereunto set their hands and seals this 13 day of JULY, 1988.

Signed, Sealed and Delivered in the presence of:

PREMIERE GROUP, INC.

Cindy A. Garin
Kathy L. Bunkce

By: [Signature]
GARLAND W. KNIGHT, JR.
President
(CORPORATE SEAL)

SOUTHEAST BANK, N.A.

Ann Marie Baker
Mary S. Felts

By: [Signature]
"Mortgagee"
FLORIDA 1992

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing was acknowledged before me this 13 day of July, 1988, by GARLAND W. KNIGHT, JR., as President of PREMIERE GROUP, INC., a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public
My Commission Expires:
Notary Public, State of Florida
My Commission Expires Dec. 15, 1989
Bonded Two Thousand Dollars

STATE OF FLORIDA)
COUNTY OF Hillsborough)

The foregoing was acknowledged before me this 13th day of July, 1988, by Jeffery P. Cash as Vice President of SOUTHEAST BANK, N.A.

[Signature]
Notary Public
My Commission Expires:
Notary Public State of Florida
My Commission Expires June 28, 1989 R#19/D

LEGAL DESCRIPTION AND DEDICATION

A PORTION OF THE EAST 1/2 OF THE SECTION 15, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE ALONG THE EAST BOUNDARY LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15, SOUTH 00° 33' 20" WEST, A DISTANCE OF 2,366.86 FEET; THENCE NORTH 89° 31' 23" WEST, A DISTANCE OF 76.30 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 00° 35' 03" WEST, A DISTANCE OF 950.83 FEET; THENCE NORTH 89° 04' 37" WEST, A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER OF HILLPOND ESTATES, SECTION THREE, AS RECORDED IN PLAT BOOK 24, PAGES 98 THROUGH 100, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID HILLPOND ESTATES, SECTION THREE, THE FOLLOWING COURSES AND DISTANCES: NORTH 89° 04' 37" WEST, 95.00 FEET; NORTH 66° 13' 26" WEST, 34.26 FEET; NORTH 89° 04' 37" WEST, 265.00 FEET; 31.05 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 195.00 FEET AND A CHORD OF 30.91 FEET WHICH BEARS SOUTH 83° 25' 02" WEST; SOUTH 75° 55' 01" WEST, 195.99 FEET; 95.83 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,290.00 FEET AND A CHORD OF 95.81 FEET WHICH BEARS SOUTH 06° 37' 02" EAST; SOUTH 75° 55' 01" WEST, 36.57 FEET; 34.10 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 173.00 FEET AND A CHORD OF 34.05 FEET WHICH BEARS SOUTH 81° 30' 00" WEST; SOUTH 87° 04' 59" WEST, 25.05 FEET; SOUTH 77° 09' 07" WEST, 50.61 FEET; SOUTH 86° 16' 07" WEST, 113.00 FEET; THENCE LEAVING THE NORTH BOUNDARY LINE OF SAID HILLPOND ESTATES, SECTION THREE, A DISTANCE OF 385.40 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,030.00 FEET AND A CHORD OF 383.15 FEET WHICH BEARS NORTH 14° 37' 02" WEST; THENCE SOUTH 61° 49' 49" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 23° 10' 11" WEST, A DISTANCE OF 742.70 FEET; THENCE 76.42 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,030.00 FEET AND A CHORD OF 76.41 FEET WHICH BEARS NORTH 23° 02' 39" WEST; THENCE NORTH 69° 04' 53" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 89° 31' 23" EAST, A DISTANCE OF 1,363.70 FEET TO THE POINT OF BEGINNING, CONTAINING 27.157 ACRES, MORE OR LESS.

EXHIBIT "A"

COMMON AREA

Tract D as shown on the Plat of HILLPOND ESTATES SECTION FIVE,
as recorded in Plat Book 26, at Pages 109 - 113, Public
Records of Pasco County, Florida.

RECREATION SITE

A parcel of land lying in the Southeast 1/4 of Section 15, Township 26 South, Range 16 East, being further described as follows:

Commence at the Southeast corner of Section 15, Township 26 South, Range 16 East; thence along the East Boundary line of said Section 15, North 00° 01' 10" West, a distance of 40.00 feet to the Northerly right-of-way line of County Road No. 54 as it is now established; thence along said right-of-way line the following courses and distances: North 89° 31' 23" West, a distance of 211.50 feet; thence North 00° 28' 37" East, a distance of 10.00 feet; thence North 89° 31' 23" West, a distance of 861.47 feet; thence leaving said right-of-way line, North 00° 01' 30" West, a distance of 1710.05 feet to the Southeast corner of the Recreation Parcel for a POINT OF BEGINNING; thence North 89° 31' 23" West, a distance of 194.40 feet; thence a distance of 95.13 feet along the arc of a curve to the left, said curve having a radius of 530.00 feet and a chord of 95.00 feet which bears South 85° 20' 06" West; thence North 09° 48' 25" West, a distance of 292.73 feet; thence North 90° 00' 00" West, a distance of 148.10 feet; thence North 05° 58' 53" West, a distance of 100.00 feet; thence a distance of 65.30 feet along the arc of a curve to the left, said curve having a radius of 195.00 feet and a chord of 65.00 feet which bears North 74° 25' 28" East; thence North 64° 49' 49" East, a distance of 305.00 feet; thence South 25° 10' 11" East, a distance of 157.70 feet; thence a distance of 399.83 feet along the arc of a curve to the right to the POINT OF BEGINNING, said curve having a radius of 970.00 feet and a chord of 397.01 feet which bears South 13° 21' 40" East.

The above described parcel contains 3.537 acres, more or less.

FILED FOR RECORD
CLARENCE A. HARRIS, COUNTY CLERK
JUL 15 5 31 PM '88

475135

RECORD VERIFIED
By *[Signature]*

EXHIBIT "C"

BY CLERK TO COURT
40 PM 1976
41 00
43 00
Total 9.00

This instrument prepared by
and return to:
GERALD A. FIGURSKI, ESQUIRE
MARTIN & FIGURSKI
P.O. Box 786
New Port Richey, FL 34656-0786

SUBDIVISION RESTRICTIONS
COVERING MILLPOND ESTATES SECTION FIVE,
A SUBDIVISION OF PASCO COUNTY, FLORIDA,
ACCORDING TO THE PLAT THEREOF AS RECORDED IN
PLAT BOOK 26, AT PAGES 109-113, OF THE
PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

DEFINITIONS:

1. "Declarant" shall mean and refer to PREMIERE GROUP, INC., a Florida corporation.
2. "Grantee" or "Owner" shall mean the person, firm, corporation, or entity (one or more) to whom Declarant first conveys the land herein described or any part thereof and the Grantee's and Owner's heirs, executors, administrators, successors, assigns, and all persons, firms, corporations, or entities claiming by, through or under such Grantee or Owner. Wherever in this document the masculine gender is used, it shall be deemed to include the feminine or neuter and the singular shall include the plural, as the context may require.
3. "Subdivision" shall mean the land subdivided as shown on the plat of Millpond Estates Section Five, recorded in Plat Book 26, at Pages 109-113, of the Public Records of Pasco County, Florida.
4. "Common Area" shall mean real property as defined in Article I, Section 4, of the DECLARATION OF COVENANTS AND CONDITIONS.
5. "Lot" shall mean the parcel of real property as defined in Article I, Section 7, of the DECLARATION OF COVENANTS AND CONDITIONS.
6. "Section Five Association" shall mean the corporation as defined in Article I, Section 1, of the DECLARATION OF COVENANTS AND CONDITIONS.

MARTIN & FIGURSKI
ATTORNEYS AT LAW
P.O. BOX 786
NEW PORT RICHEY, FLORIDA
34656
(813) 842-8439

RECORDED/INDEX
15 2000071 10 4056 07-15 00 2105
01 00 40
RECORD IR FUND
01 00 00 12
CASH TOTAL 1 1 41.00
8.00
49.00

RESTRICTIONS THAT APPLY TO MILLPOND ESTATES SECTION FIVE, A SUBDIVISION OF PASCO COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 26, AT PAGES 109-113, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

1. LAND USE AND BUILDING TYPE

No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than for single family occupancy.

2. DWELLING QUALITY AND SIZE

No dwelling shall be permitted on any Lot of a lesser value or quality than the basic models without optional extras on display at the Subdivision, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date on which these covenants are recorded at the minimum cost stated herein for the maximum permitted dwelling size. Reference to quality herein refers only to the aesthetic, architectural and structural aspects of the dwelling to be restricted. The ground floor area of the main structure, exclusive of open porches, shall not be less than nine hundred (900) square feet.

3. LOT AREA AND WIDTH

No dwelling shall be erected on any parcel other than within a Lot as described on the Plat of Millpond Estates Section Five, as recorded in Plat book 26, Pages 109-113, of the Public Records of Pasco County, Florida.

4. EASEMENTS

Declarant, for itself and its grantees, legal representatives, successors and assigns, hereby reserves and is given a perpetual, assignable, alienable and reasonable easement, privilege, and right on, over, under and through the ground to erect, maintain, and use interior roadways and gutter systems, electric and telephone poles, wires, cables, conduits, water mains, drainage lines, or drainage ditches, sewers, and

MARTIN & FIGURSKI
ATTORNEYS AT LAW
P.O. BOX 70
NEW PORT RICHEY, FLORIDA
34874
(813) 842-4400

other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission, and use of electricity, master television antenna, security systems, telephone, gas, lighting, heating, water, drainage, sewage, and other utilities on, in, over and under all of the easements shown on or referred to in the Plat (whether such are shown on the Plat to be for drainage, utilities or other purposes) or on, in, over and under each Lot or plot. Declarant shall have the unrestricted and sole right and power of alienating, encumbering, and releasing the privileges, easements and rights referred to in this Section. The Owners of the Lot or Lots, subject to the privileges, rights and easements referred to in this Section, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines, or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and easements. All such easements, including but not limited to those designated on the Plat, are and shall remain private easements and the sole and exclusive property of Declarant and its grantees, legal representatives, successors and assigns, including but not limited to, the SECTION FIVE ASSOCIATION and the MILLPOND ESTATES COMMUNITY HOMEOWNERS ASSOCIATION, INC.

Within the aforementioned easements, no structure, planting or other material shall be placed or permitted to remain which would damage or interfere with the installation or maintenance of the utilities or which may change the direction of flow or drainage channels in the easements.

NO OBSTRUCTION SUCH AS GATES, FENCES OR HEDGES SHALL BE PLACED ON ANY LOT SO AS TO PREVENT ACCESS TO OR USE OF ANY OF THE AFOREMENTIONED EASEMENTS.

The easement area of each Lot shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company or

MARTIN & FIOLESKI
ATTORNEYS AT LAW
P.O. BOX 28
NEW YORK MOBILE, FLORIDA
36687-0028
251-930-4210

SECTION FIVE ASSOCIATION or MILLPOND ESTATES COMMUNITY HOMEOWNERS ASSOCIATION, INC., is responsible.

5. WELLS

No wells may be drilled or maintained on any lot without the prior written approval of Declarant. Any such approved wells shall be constructed, maintained, operated, and utilized by the Owners of said Lot in strict accordance with any and all applicable statutes and governmental rules and regulations pertaining thereto.

6. NUISANCES

No illegal, noxious or offensive activity shall be permitted or carried on upon any part of the Subdivision, nor shall anything be permitted or done thereon which is or may become a nuisance or source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Subdivision, nor upon any land or lands contiguous thereto. No fires for the burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of the Subdivision, except by Declarant. All parts of the Subdivision shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor any fire hazard be allowed to exist. No Owner shall permit any use of his Lot or make any use of the Common Area that will increase the cost of insurance upon the Subdivision above that required when the Lot is used for the approved purposes, or that will cause any such insurance to be cancelled or threatened to be cancelled, except with the prior written consent of the SECTION FIVE ASSOCIATION.

7. TEMPORARY STRUCTURES AND USE

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other building shall be moved to, erected on, or used on any Lot at any time for a

MARTIN & PIORSKI
ATTORNEYS AT LAW
P.O. BOX 284
NEW FOREST HEIGHTS, FLORIDA
33408-0284
PH 813-242-4200

residence, workshop, office, storage room, either permanently or temporarily. No business, service repair, or maintenance for the general public shall be allowed on any Lot at any time. In order to prevent unsightly objects in and about each of the homes to be erected in this Subdivision, no gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any of the houses built in this Subdivision or any ancillary building unless enclosed on all sides by a screening approved by an architectural control committee as hereinafter defined.

No carports shall be constructed on any Lot.

8. ANTENNAS, SATELLITE DISHES, RECEIVERS AND AIR CONDITIONERS

A. TV antennas shall be located only in the attic, not on the exterior of houses.

B. No free standing antennas, satellite dishes or receivers shall be permitted.

C. No window air conditioning units shall be permitted.

9. OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot.

10. ANIMALS, LIVESTOCK AND POULTRY

No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, poultry, guineas, etc., shall be kept, permitted, raised or maintained on any Lot.

No other animals, birds, or fowl shall be kept,

MARTIN & FIGURSKI
ATTORNEYS AT LAW
P.O. BOX 78
NEW PORT RICHEY, FLORIDA
34642-0078
(813) 842-4229

permitted, raised, or maintained on any Lot, except as permitted in this Section. Not more than two (2) dogs, not more than two (2) cats, and not more than six (6) birds may be kept on a single Lot for the pleasure and use of the occupants, but not for any commercial or breeding use or purpose, except that if any such permitted animals or birds shall, in the sole and exclusive opinion of Declarant, become dangerous or an annoyance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept on the Lot. Said sole and exclusive opinion of Declarant shall be evidenced by writing to the Owner of the Lot whereupon the Owner shall have three (3) days to remove said animal. Birds shall be kept caged at all times.

In no event shall an Owner or any other person allow a dog in the streets, alleys or parkways or on another Owner's Lot in Millpond Estates Section Five unless carried or held on a leash not to exceed six (6) feet. Each Owner shall be responsible for picking up his dog's droppings in the streets, alleys or parkways or on any other Owner's Lot in Millpond Estates Section Five, and placing them in a plastic tie bag and disposing of same in garbage containers.

11. SIGNS

(a) Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any Lot, except "For Sale" signs, which signs may refer only to the particular Lot on which displayed, shall not exceed two (2) square feet in size, shall not extend more than three (3) feet above the ground, and shall be fastened only to a stake in the ground, and shall be limited to one sign to a Lot. However, when a home is "open for inspection" and when and only so long as the particular home is attended by a representative of the Owner, then and only then, a sign advertising such, which sign shall not exceed three (3) square feet in size, and which shall

MARTIN & FIGURSKI
ATTORNEYS AT LAW
P.O. BOX 70
NEW PORT RICHEY, FLORIDA
34655
813-854-8888

meet all of the other requirements of this Section, may be displayed or placed. Declarant may enter upon any Lot and summarily remove and destroy any signs which do not meet the provisions of this Section.

(b) Nothing contained in these Restrictions shall prevent Declarant, or any person designated by Declarant, from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses, and other structures as Declarant may deem advisable for development purposes, including construction of any improvements or structures thereon, providing such are in compliance with the appropriate governmental requirements or regulations applicable thereto.

12. ARCHITECTURAL CONTROL, WALLS AND FENCES

No building, wall, fences, or other structures shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein including exterior painting, be made until the plans and specifications showing the nature, kind, color, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the SECTION FIVE ASSOCIATION, or by an architectural committee composed of three (3) or more persons appointed by the President of SECTION FIVE ASSOCIATION. Until turnover of the Association to the membership pursuant to Article III, Section 2(b) of the Declaration of Covenants and Conditions for MILLPOND ESTATES SECTION FIVE, this review function shall be exercised by the Architectural Control Committee and all members thereof shall be appointed by the Developer or its designee. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be

MARTIN & FIGURSKI
ATTORNEYS AT LAW
P.O. BOX 786
NEW FORT RICHEY, FLORIDA
36444-0786
(205) 942-6400

required and this Article will be deemed to have been fully complied with. Nothing contained herein shall relieve the Owner from the responsibility of obtaining appropriate governmental approvals and permits. Small enclosed areas in back yards may be built by Lot Owners subject to Declarant's approval. Lot Owners shall be responsible for maintaining lawns and shrubs within any such enclosures.

No chain link fences shall be built, installed, or constructed in Millpond Estates.

13. MAINTENANCE OF EXTERIOR OF OWNER'S PROPERTY

In the event an Owner of any Lot shall fail to maintain the exterior of his premises and the improvement situated thereon in a manner satisfactory to the Board of Directors, SECTION FIVE ASSOCIATION, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. Said assessment shall be enforced by SECTION FIVE ASSOCIATION pursuant to the DECLARATION OF COVENANTS AND CONDITIONS.

14. VIEW OBSTRDCTIONS

Declarant shall have the right, but not the obligation, to remove, relocate or require the removal or relocation of any wall, bank, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot if the location of the same will, in the sole and exclusive judgment and opinion of the Declarant, obstruct the vision of a motorist upon any of the private access streets or obstruct any view of the Common Area.

No Unit Owners shall construct, place, situate, or

MARTIN & FIORENSKI
ATTORNEYS AT LAW
P.O. BOX 786
NEW FORT MYERS, FLORIDA
34667-0786
813-939-4200

cause to be constructed, placed or situated any fence, structure, wall, gate, hedge or plat which may obstruct the vision of any other Lot Owner to or of the Common Area.

15. CLOTHESLINES

There shall be no clotheslines or other means of hanging clothes, clothing, linens, curtains, rugs, carpets, mats or laundry of any kind, or any other article, and no such item shall be hung on or to the exterior of any buildings, walls, fences or other structures. Further, no clothesline or other manner of hanging clothes and the other aforementioned items shall be hung on or in the interior of any building, walls, fences, or other structures so that such clothesline or other manner of hanging clothes is visible on the outside.

16. PARKING

Each Lot shall be provided with designated parking space within the Lot's boundaries. No Owner shall block, encumber, interfere with, obstruct or situate items of personal property on the parking space of another Owner's Lot or any other portion thereof.

Parking or storage of commercial vehicles and recreational vehicles:

RESTRICTIONS

Except as hereinafter provided, no Owner or person having the use of a commercial vehicle or recreational vehicle shall park or allow to be parked either of said vehicles on his residential property or in the streets, alleys or parkways in Millpond Estates Section Five for a period in excess of one (1) hour unless:

(a) Such vehicle is engaged in legitimate loading or unloading activities;

(b) Such vehicle is parked in a covered garage completely screened from public view by storage in an enclosed structure or area; or

MARTIN A FIGURSKI
ATTORNEYS AT LAW
P.O. BOX 76
NEW PORT RICHLAND, FLORIDA
33408
813 242-4122

(c) Such vehicle is made necessary by actual physical impairment by the Owner or User thereof.

DEFINITIONS

The term "commercial vehicle" for the purpose of this Rule and Regulation shall be defined as one of the following classified vehicles:

| <u>State of Florida Vehicle Class</u> | <u>Descriptive Classification</u> |
|-----------------------------------------------|---------------------------------------------|
| Nos. 31 (over 1,500 lbs.) 32, 33 & 34 | Commercial Trucks |
| No. 35 | Bus for hire |
| No. 36 | Bus local |
| Nos. 37 & 38 | Bus |
| Nos. 40, 41, 42, 43, 44, 45, 46, 47, 48, & 49 | Truck-Tractors |
| Nos. 51 (over 1,500 lbs.) & 55 | Trailer for hire (without a boat) |
| No. 56 | Semi-Trailer |
| No. 92 | Ambulance, Hearse, Wrecker, privately owned |
| | School Bus |
| No. 94 | Tractor Crane. |

The term "recreational vehicle" shall be defined as any one of the following classified vehicles:

| <u>State of Florida Vehicle Tax Class</u> | <u>Descriptive Classification</u> |
|-------------------------------------------|-----------------------------------------------|
| No. 51 | Mobile Home |
| Nos. 54 (over 1,500 lbs.) & tt | Trailer for hire (with boat attached thereto) |
| Nos. 61, 62, 63 & 64 | Travel Trailer, Camp Trailer, Motor Coach |
| No. 93 | Boats |

17. UNIT PLATES

A plate showing the number of the homes shall be placed on each home and, at the option and expense of the Owner, a nameplate showing the name of the Owner may also be placed on

such home. However, the size, location, design, style, and type of material for each such plate shall be first approved by Declarant, in writing.

18. ELECTRICAL INTERFERENCE

No electrical machinery, devices or apparatus of any sort, including but not limited to, television antennae, shall be used or maintained in any Lot which causes interference with the television and radio reception in any other Lot.

19. MAIL

No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by Declarant.

20. DUTY TO MAINTAIN

All fixtures and equipment installed within a Lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior boundaries of a home, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act, nor any work, nor allow any condition to exist that will impair the structural soundness or integrity of another home or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Lots or their Owners.

21. RIGHTS OF OTHERS

Each Owner and occupant of a home shall use the Common Area in such a manner as shall not abridge the equal rights of the other Owners and occupants of homes to the use and enjoyment thereof.

22. REGULATIONS

Reasonable rules and regulations concerning the appearance and use of the Subdivision may be made and amended

from time to time by the SECTION FIVE ASSOCIATION in the manner provided by its Articles of Incorporation and By-laws. Copies of the regulations and amendments thereto shall be furnished by the SECTION FIVE ASSOCIATION to all Owners and residents of the Subdivision upon request.

23. RESTRICTIONS UNIFORM

These Restrictions are to run with the land and are hereby incorporated by reference in all deeds or other instruments of conveyance which the Declarant may execute and deliver conveying land in this Subdivision whether or not specific mention of the Restrictions is made in such deeds or other instruments of conveyance. The Owner or occupant of each and every Lot in the Subdivision, by acceptance of title thereto or by taking of land in the Subdivision, thereby covenants and agrees for himself, his heirs, executors, administrators, successors, and assigns, that he will comply with and abide by each of the restrictions contained in this Instrument of Subdivision Restrictions and that he will exert his best efforts to keep and maintain the land in the Subdivision as an area of high standards.

24. REMEDIES FOR VIOLATION

In the event of a violation or breach of any of these Restrictions, it shall be lawful for Owners or SECTION FIVE ASSOCIATION:

(a) To institute and maintain a civil proceeding for the recovery of damages against those so violating or attempting to violate any such Restrictions; or

(b) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to violate any of the Restrictions for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section shall be construed as cumulative of all other

MARTIN & FIGURSKI
ATTORNEYS AT LAW
P.O. BOX 80
NEW PORT RICHLAND, FLORIDA
33408
(813) 882-1111

remedies now or hereafter provided by law. The failure of Owner, SECTION FIVE ASSOCIATION, their grantees, successors, or assigns, to enforce any Restriction or any other obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

25. ADDITIONAL UTILITY EXPENSES

(a) If the Declarant, or its assigns, or agents, install street lights, the Owner of each Lot shall pay two and no/100 Dollars (\$2.00) per Lot minimum towards the costs of street lights, after lights are installed with the electrical power used. The initial minimum rate is subject to periodic adjustment, semi-annually, by the Declarant, or its assigns, in its sole discretion, and the Lot Owner agrees to pay the same. The rate charged shall be uniform throughout the subdivision.

(b) If Declarant, or its assigns, causes garbage collection service to be made available, the Owner of each Lot shall pay the Declarant, or its assigns, the sum of Nine and no/100 Dollars (\$9.00) per month, which amount is set as a minimum charge for said service. This initial minimum rate is subject to periodic adjustments at times determined by the Declarant, or its assigns, which rate adjustment shall be determined by the Declarant, or its assigns, in its sole discretion, and the Lot Owner agrees to pay same. The rate charged shall be uniform throughout the subdivision.

26. All of the Declarant's duties, rights and privileges hereinabove cited shall inure to the benefit of SECTION FIVE ASSOCIATION upon the election of a majority of the SECTION FIVE ASSOCIATION Board of Directors by the Owners.

IN WITNESS WHEREOF, PREMIERE GROUP, INC., a Florida corporation, by its duly authorized officers, executed these

Subdivision Restrictions covering MILLPOND ESTATES SECTION FIVE,
a subdivision in Pasco County, Florida, according to the
Plat thereof as recorded in Plat Book 26, at Pages 109 -
111, of the Public Records of Pasco County, Florida, this
13 day of July, 1988.

Signed, Sealed and Delivered
in the presence of:

PREMIERE GROUP, INC., a
Florida corporation

Dorothy Ogari
Kathy P. Senke

BY: Garland W. Knight, Jr.
GARLAND W. KNIGHT, JR.,
President

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing was acknowledged before me this 13
day of July, 1988, by GARLAND W. KNIGHT, JR., as
President of PREMIERE GROUP, INC., a Florida corporation, on
behalf of the corporation.

Garland W. Knight, Jr.
Notary Public
My Commission Expires 11/18/91
Notary Public, State of Florida
My Commission Expires 11/18/91 RJ19/C

MARTIN A FIGURSKI
ATTORNEY AT LAW
P.A. BOX 20
NEW PORT RICHLAND, FLORIDA
386-0000
386-0000

JOINDER AND CONSENT TO SUBDIVISION RESTRICTIONS
COVERING MILLPOND ESTATES SECTION FIVE

The undersigned hereby joins in, consents to and ratifies the Subdivision Restriction* covering Millpond Estates Section Five set forth in the foregoing pages.

Signed, sealed and delivered
in the presence of:

SOUTHEAST BANK, N.A.

Ann Marie Babin
Witness
Shary J. Feltz
Witness

By: J. R. C.
[Circular stamp: SOUTHEAST BANK, N.A., TAMPA, FLORIDA, JUN 15 1988]

STATE OF FLORIDA
COUNTY OF Hillsborough

Before me, personally appeared Jeffrey L. Cash
as Vice President of SOUTHEAST BANK, N.A., and who executed the foregoing Joinder and Consent to be used for the purposes therein expressed.

Witness my hand and official seal at
Tampa, Hillsborough County, Florida, the 13th day
of July, 1988.

Ann Marie Babin
Notary Public

My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires June 28, 1992

M# 28/MP1

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FILED FOR RECORD
JUN 15 5 31 PM '88

MARTIN & FIGURESKI
ATTORNEYS AT LAW
P.O. BOX 70
NEW PORT BEACH, FLORIDA

JOINDER AND CONSENT TO SUBDIVISION RESTRICTIONS
COVERING MILLPOND ESTATES SECTION FIVE

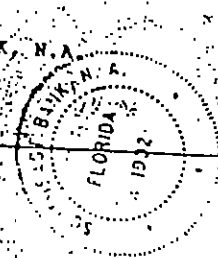
The undersigned hereby joins in, consents to and ratifies the Subdivision Restrictions covering Millpond Estates Section Five set forth in the foregoing pages.

Signed, sealed and delivered
in the presence of:

SOUTHEAST BANK, N.A.

Ann Marie Baker
Witness

By: [Signature]



Sharyn L. Feltz
Witness

STATE OF FLORIDA
COUNTY OF Hillsborough

Before me, personally appeared Jeffery L. Cash
as Vice President of SOUTHEAST BANK, N.A., and who executed the
foregoing Joinder and Consent to be used for the purposes
therein expressed.

Witness my hand and official seal at
Tampa, Hillsborough County, Florida, the 15th day
of July, 1988.

Ann Marie Baker
Notary Public

My Commission Expires

Notary Public State of Florida at Large
My Commission Expires June 28, 1989

M# 28/MP1

475134
FILED FOR RECORD
JUL 15 5 11 PM '88
CLERK OF COUNTY COMMISSIONER

MARTIN & FIGURESKI
ATTORNEYS AT LAW
P.O. BOX 200
NEW PORT SPICER, FLORIDA