"A"

DEED RESTRICTIONS

LAKE PADGETT ESTATES EAST

1 - 19
132-133-234 - 276 (277 belongs to PWC)
278 - 359
375 - 418
485 - 489
512 - 545

Original Deed Restriction
TOTAL - 227

OR 663 - 250 through 270

Feb. 28, 1973

Nov. 26, 1973
Page Cancel
OR Book 725
Pages 215-240

O.R. BOOK 663 250

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DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration, made this 28TH day of February, 1973, by D. D. COVINGTON, JR., JOYCE COVINGTON, COVINGTON PROPERTIES, INC., and LAKE PADGETT ESTATES, LTD., a Florida limited partnership, hereinafter called Developers.

W I T N E S S E T H:

WHEREAS, Developers are the owners of the real property described in Article II of this Declaration and desire to create thereon an exclusive residential community to be named Lake Padgett Estates East.

WHEREAS, Developers desire to insure the attractiveness of the individual lots and community facilities within Lake Padgett Estates East and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values of amenities of the said property and to provide the maintenance of common areas and other community facilities; and, to this end, desire to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and

WHEREAS, Developers have deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in Lake Padgett Estates East and to insure the residents' enjoyment of the specific rights, privileges and easements in the community properties and facilities, to create an organization to which should be delegated and assigned the powers of owning, maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and

NOW, THEREFORE, the Developers declare that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I.

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

1. "Lake Padgett Estates East" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration and any Supplemental Declaration under the provisions of Article II hereof.

2. "Association" shall mean and refer to Lake Padgett Estates East Property Owners' Association, Inc.

3. "Private Dwelling Unit" shall mean and refer to all living units within Lake Padgett Estates East.

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This instrument was prepared by
JACK D. STOKES, JR.
of
Cason, McWhirter, Henderson & Stokes
Attorneys at Law
P. O. Box 2150 Tampa, Florida 33601

4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any parcel of property situated within Lake Padgett Estates East but, notwithstanding, any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any procedure in lieu of foreclosure.

5. "Developers" shall mean and refer to D. D. Covington, Jr., Joyce Covington, Covington Properties, Inc., and Lake Padgett Estate Ltd., a Florida limited partnership, or such other entity that undertakes to develop real estate in Lake Padgett Estates East under an agreement with the owners of the land.

6. "Member" shall mean and refer to members of the Lake Padget Estates East Property Owners' Association, Inc.

7. "General Plan of Development" shall mean and refer to either the preliminary plan and/or the surveyed layout for a particular area of Lake Padgett Estates East as specifically designated by Developer.

8. "Lots" shall mean individual parcels of land as shown on the Developer's final layout of Lake Padgett Estates East.

9. "Community Property" shall mean roads, lakes, waterways, recreation areas, public utilities and other areas for common use, as designated by Developers

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION:

ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the County of Pasco, State of Florida, and is more particularly described in metes and bounds description attached hereto as Exhibit "A" and incorporated by reference as fully as if specifically repeated herein and all of which real property shall hereinafter be referred to as "Existing Property".

Section 2. Additions to Existing Property. Without further assent or permit, Developers hereby reserve the right, exercisable from time to-time, to subject other real property to the restrictions set forth herein, in order to extend the scheme of this Declaration to other property to be developed as part of Lake Padgett Estates East, and thereby to bring such additional properties within the jurisdiction of the Association. The additions herein authorized shall be made by filing of record one or more supplementary Declarations in respect to the properties to be then subject to this Declaration and which shall extend the jurisdiction of the Association to such property and thereby subject such addition to assessment for their just share of the Association's expenses. Each supplementary Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained herein as may be necessary to reflect the different character of the added properties; provided, however, any such supplemental Declaration or any such other Declaration shall not revoke or otherwise amend the provisions of this Declaration as this Declaration pertains to the properties subjected hereto.

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ARTICLE III

AGREEMENT TO JOINT PROPERTY OWNERS' ASSOCIATION

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership.

1. Every person or entity who is the owner of record of a fee interest in any lot or who is purchasing one or more lots under a contract or purchase agreement within the properties shall be a mem of the Association, subject to and bound by the Association's Artic of Incorporation, by-laws, and rules and regulations. For this purpose, ownership of a condominium under any unit ownership arrang ment or agreement shall be deemed ownership of a lot. The foregoin is not intended to include persons or entitles who hold an interest in any lot merely as security for the performance of an obligation. Ownership of such lot shall be the sole qualification for membership When any lot is owned of record in joint tenancy or tenancy in common or by some other legal entity, or when two or more persons or other legal entity is purchasing one or more lots under contract or agreement of purchase, the membership as to such lot(s) shall be joint and the right of such membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section 2 hereinbelow.

2. During any period in which a Member shall be in default in the payment of any annual, special or other periodic assessment levied by the Association, the voting rights and right to the use of the Common Areas or any other facilities which the Association may provide may be suspended by the Board of Directors until such assessment is paid. In the event of violation by a member of any rules or regulations established by the Board of Directors, such member's voting and use rights may be suspended by the Board after a hearing at which the general requirements of due process requiremer shall be observed. Such hearing shall only be held by the Board (or a committee thereof) after giving Member 10 days prior written notice specifying such alleged violation and setting the time, place and date of the hearing. Determination of violation shall be made by a majority vote of the Board or the Committee hereof.

3. No membership or initiation fee shall be charged, nor shall members be required to pay at any time any amount to carry on the business of the Association except to pay when due the charges assessments and special assessments levied upon each Member's lot as specified in the Declaration, the by-laws, or as the Members of the Association may from time to time hereafter adopt.

Section 2. Voting and Voting Rights.

1. The voting rights of the membership shall be appurtenant to the ownership of the lot. There shall be two classes of lots with respect to voting rights:

A. CLASS A. Class A lots shall be all lots except Class B lots as the same are hereinafter defined. The voting rights appurtenant to the Class A lots shall be as follows:

(1) MULTI-FAMILY APARTMENT BUILDING. Each lot used for t development thereon of multi-family apartment building(s), including c dominium apartment buildings, shall entitle the Owner(s) of said lot t one vote for each completed private dwelling unit within the apartment building(s) located upon said lot. To qualify as "completed" the priv dwelling unit within the apartment building must be occupied, available

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immediate occupancy, or temporarily unavailable for occupancy on account of repairs, maintenance work or restoration. A lot reserve and designated for the development of multi-family apartment buildi but not containing at least two completed private dwelling units shall be allotted one vote.

(2) SINGLE-FAMILY ATTACHED DWELLING UNITS (INCLUDING CONDOMINIUM). Each lot designated as a lot on which a single-family attached dwelling unit (i.e. townhouse, patio house or condor is or may be constructed shall entitle the Owner(s) of said lot to one vote.

(3) SINGLE FAMILY DETACHED HOMES. Each lot designated as a lot on which a single-family detached home is or may be constructed shall entitle the Owner(s) of said lot to one vote.

When two or more persons hold an interest (other than a Leasehold or security interest) in any lot, all such persons shall be members. The vote for such lot shall be exercised by one of such persons as proxy and nominee for all persons holding an interest in a lot and in no event shall more than one vote be cast with respect to any lot.

B. CLASS B. no longer exist Class B lots shall be all lots owned by Developers which have not been converted to Class A lots as provided in (1) or (2) below. Developers shall be entitled to four (4) votes for each Class B lot reserved and designated for the development of a single-family detached home and three (3) votes for each Class B lot reserved and designated for the development of a single-family attached dwelling unit (including condominium units) and one-half (1/2) vote for each completed private dwelling unit within an apartment building(s) located on each Class B lot reserved and designated for the development of a multi-family apartment building(s). The Class B lots shall cease to exist and shall be converted to Class A lots on the happening of either of the following events, whichever first occurs:

(1) When the total number of votes appurtenant to the Class A lots equals 150% of the total number of votes appurtenant to the Class B lots; or

(2) Ten years from the execution of the Declaration of Covenants, conditions and restrictions. In the case of additional memberships being created by annexation of additional land and the developing of same, the tests of (1) and (2) above shall be applied separately to each portion of the annexed lands and the test under (2) shall be ten (10) years from the time Developers record a supplementary Declaration annexing such lands.

(3) Any Member who is delinquent in the payment of any charges duly levied by the Association against a lot owned by such Member shall not be entitled to vote until all such charges, together with such reasonable penalties as the Board of Directors of the Association may impose, have been paid.

(4) Voting on all matters except the election of directors shall be voiced vote or by show of hands unless a majority of the Members of each Class present at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. Where directors or officers are to be elected by the Members, the solicitation of proxies for such elections may be conducted by mail.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMUNITY PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 below, every member of the Lake Padgett

Estates East Property Owners' Association shall have a non-exclusiv right and easement of enjoyment in and to the Community Properties and such easement shall be appurtenant to and shall pass with the title to every lot or parcel of land situated within Lake Padgett Estates East.

Section 2. Title to Community Properties. The Developers may retain the legal title to the Community Properties until such time as they have completed improvements thereon and until such time as, in the opinion of the Developers, the Lake Padgett Estates East Property Owners' Association is able to maintain the same. Upon conveyance of the Community Properties by the Developers to the Lake Padgett Estates East Property Owners' Association, said Association shall reimburse Developers for the cost Developers have expended on improvements in the recreational areas. As part of the consideration for the conveyance of said Community Propertie to the Association by the Developers, the Association shall obtain and keep in effect at all times a policy of comprehensive liability insurance of not less than Ten Million ($10,000,000) Dollars, which shall protect both the Association and the Developers from any claims arising from the use of the Community Properties by any person, and the Association agrees to hold the Developer harmless from all claims arising from the acts of the Association and/or use of the common areas.

Section 3. Extent of Members' Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

1. The right of the Association to limit the use of the Common Area to Owners, their families, and guests. The limit set by the Association for the number of guests a family may have in the recreational areas on weekends and holidays shall not exceed six (6) guests per family.

2. The right of the Association to suspend the voting and enjoyment rights of an Owner for any period during which any assessment against his lot remains unpaid, or for any infraction of the Association's published rules and regulations.

3. The right of the 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. No such dedications or transfer shall be effective unless the Members entitled to at least two-thirds (2/3) of total votes appurtenant to both Class A lots and Class B lots agree to such dedication of transfer, provided that this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installations and maintenance of electrical, telephone, cablevision, water and sewerage, utilities and drainage facilities upon, over, under and across the Common Area without the assent of the membership when such easements are requisite for the convenient use and enjoyment of the properties.

4. The right of the Developers to impose reasonable covenants and restrictions in respect to such Community Properties, in addition to those set forth herein at the time of conveyance of such Propertie to the Lake Padgett Estates East Property Owners' Association and such covenants and restrictions will be incorporated by reference and made part of this Declaration.

Section 4. Extension of Rights and Benefits. Every Member of the Lake Padgett Estates East Property Owners' Association shall have the right to extend the rights and easements of enjoyment vested in him under this Article to each of his tenants and to each member of his family who resides with him within Lake Padgett Estates East and to such other persons as may be permitted by the Lake Padgett Estates East Property Owners' Association.

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COVENANTS F MAINTENANCE AND IMPROVEM T ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any lot within Lake Padgett Estates East by acceptance of a deed or contract or agreement for deed therefor, whether or not it shall be so expressed in any such deed or agreement for deed or other conveyance, shall be deemed to covenant and agree to pay to the Lake Padgett Estates East Property Owners' Association: (1) Annual assessments or charges; (2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. These assessments do not apply to lots owned by the Developers.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine are for the benefit of its Members, which purposes may include maintenance, landscaping and beautification of the Common Area. Funds may also be used to provide other services for the Association Members to promote the health, safety and welfare of the residents of the community and in particular for the acquisition, improvement and maintenance of properties, services, and facilities related to the use and enjoyment of the Common Area, and providing sidewalks along the easements throughout the subdivision, including but not limited to the cost of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the employment of security personnel to provide any reasonable services; and such other needs as may arise.

Section 3. Exempt Property. The Assessments, charges and liens created under this Article V shall not apply to the Common Area. Any lot which Developers may hereafter designate for common use as part of the Common Area or otherwise shall be exempt from the assessments and charges created herein. In addition, all property dedicated to and accepted by a local public authority, all land granted to or used by a utility company, all properties owned by a charitable or non-profit organization.

Section 4. Maximum Annual Maintenance Assessment. Until December 31, 1973, the maximum annual maintenance assessment shall be One Hundred Twenty Dollars ($120.00) per lot (subject to the modifications of such rate as set out in Section 7 of this Article) irrespective of whether the assessed lot is restricted by this Declaration as an "addition" as provided for by Article II, Section 2. This assessment shall not be effective until such time as the developer has completed the following recreational facilities which will be located in the area between Sheffield Road and Burlington Road:

1. Swimming pool.
2. 8 Tennis Courts.
3. Track.
4. 2 Basketball Courts.
5. Putting Green.

The assessment shall begin on the first of the month following the month in which the above facilities are completed and usable.

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conformance with the rise or decline, if any, of the Consumer Price Index as published by the U. S. Department of Labor for the Tampa, Florida area. The initial index from which adjustments to future assessments shall be computed shall be the index figure published by the Department of Labor nearest January 1, 1974, and thereafter adjustments shall be computed on the basis of the latest index figure nearest to January 1st of each consecutive year. If the publicaton of the Consumer Price Index is discontinued, the Association shall use comparable statistics on the cost of living in Tampa as computed and published by an agency of the United States or by a financial periodical of recognized authority then to be selected by the Association Board of Directors. The consumer Price Index figure to be utilized is the index figure for all items.

2. From and after January 1, 1974, the annual assessment may be increased by the Association Board of Directors to an amount which will be sufficient, in the judgment of the Board, to provide funds required by the Association in carrying out its stated purposes and functions for the ensuing calendar year; provided, however in no event shall the annual assessment as adjusted by the Board exceed One Hundred and Twenty-five percent (125%) of the amount of the annual assessment for the immediately preceding calendar year without the consent and assenting vote of two-thirds (2/3) of each class of the Association Members.

3. From and after January 1, 1974, the annual assessment may be increased above the maximum provided in sub-paragraphs (1) and (2) above and without limitation upon such increase if approved by no less than two-thirds (2/3) of the total votes of both classes of membership cast in person or by proxy, at a meeting duly called for this purpose.

Section 5. Special Assessments. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, provided that any such assessment shall have the same assent of the Members as provided in Section 4 of this Article.

Section 6. Assessment Rate. Excepting exempt property, both annual and special assessments for the lots shall be fixed at uniform rates as follows:

1. SINGLE-FAMILY DETACHED HOMES. Each lot designated as a lot on which a single-family detached home is or may be constructed shall be assessed at a rate of One Hundred percent (100%) of any annual or special assessment fixed or levied pursuant to Section 4 or Section 5 of this Article.

2. SINGLE-FAMILY ATTACHED DWELLING UNITS (INCLUDING CONDOMINIUMS) Each lot designated as a lot on which a condominium unit, single-family attached townhouse, cluster house or patio house is or may be constructed shall be assessed at a rate of One Hundred percent (100%) of any annual or special assessment as may be fixed or levied.

3. MULTI-FAMILY APARTMENT BUILDINGS. Each lot used for the development thereon of multi-family apartment building(s), including condominium apartment buildings, shall, upon the completion of two or more private dwelling units in said building(s), be assessed for each completed private dwelling unit and each such unit shall be assessed at a rate of One Hundred percent (100%) of any annual or special assessment levied or fixed against the lot. To qualify as "completed", the private dwelling unit within the multi-family apartment building must be occupied, available for immediate occupancy, or temporarily unavailable for immediate occupancy on account of repairs, maintenance work or restoration. Prior to the completion of two private dwelling units within the multi-family apartment building(s) upon a lot, said lot shall be assessed at a rate of One Hundred percent (100%) of such assessment as may be fixed or levied against the lot.

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Section [illegible] Notice and Quorum for [illegible] ction Authorized Under Sections 4 an[illegible]. Written notice of any meeting called for the pu pose of taking any action authorized under Sections 4 and 5 of thi Article shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting.

The first such meeting called, the presence in person or by proxy of members entitled to cast Sixty percent (60%) of all the votes of both Classes 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 one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than six (6) months following the preceding meeting.

Section 8. Date of Commencement of Annual Assessment; Due Dates; Certificate of Payment. Annual assessments provided for herein shall commence as to all lots on the first day of the month following the filing of the Declaration. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days before January 1st of each year, the Board of Directors shall fix the amount of the annual assessment against each lot and, in the event the Board of Directors elect not to fix such assessment rate as herein provided, the amount of the prior year's annual assessment shall be the fixed amount. Written notice of any changed assessment rate shall be sent to every Owner. The due dates for the payment of annual and special assessments shall be established by the Board of Directors. The Association shall, upon demand and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid to date.

Section 9. Effect of Non-Payment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at seven percent (7%) per annum. The Association, its agent or representative, may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the lot to which the assessment relates, and interest, costs and reasonable attorney's fees for such action or foreclosure shall be added to the amount of such assessment to the extent allowed by law. 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 10. Subordination of Non-Payment of Assessment; Remedies of the Association. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment provided however, that such subordination shall apply to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The term mortgage or mortgages shall include deed of trust or deeds of trust.

ARTICLE VI

ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

The Developers shall have the responsibility of enforcing the restrictions set forth in this Article prior to the formation of the Committee, which upon appointment, shall assume and be responsible for enforcement. References in this article to Committee

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shall mean the Developers until the Committee is appointed. The following architectural, maintenance and use restrictions shall apply to each and every lot now or hereafter subjected to this Declaration.

Section 1. Approval of Plans and Architectural Committee. For the purpose of further insuring the development of said land as a residential area of highest quality and standard, and in order that all improvements on each lot shall present an attractive and pleasing appearance from all sides of view, the Committee reserves the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each lot in the manner and to the extent set forth herein. No residence or other building, and no building, and no fence, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering same, showing the nature, kind, shape, heights, size, materials, floor plans, exterior color schemes, location and orientation of the lot and approximate square footage, construction schedule, front, side and rear elevations and such other information as the Committee shall require, including, if so required, plans for the grading and landscaping of the lot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Committee. All architectural, remodeling and landscaping plans must be accompanied by site plans which show the siting of homes on each side of the residency under construction. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Developers of said land or contiguous land. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the property owner in writing stating with reasonable detail the reason(s) for disapproval and the Committee's recommendations to remedy same. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Committee may take into consideration the suitability and desirability of proposed constructions and of the materials of which the same are proposed to be built to the building plot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring properties. In addition, there shall be submitted to the Committee for approval such samples of building materials proposed to be used as the Committee shall specify and require.

As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two complete sets of plans (including site plans) and specifications, prepared by an architect registered in the State of Florida, must be submitted to the Committee. Upon giving written approval, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans and specifications. Committee shall be entitled to stop any construction in violation of these restrictions and any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at Owner's cost. In the event the Committee fails within forty-five (45) days to approve or disapprove such plans and specifications, approval will not be required, and this Section shall be deemed to have been

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fully complied with, except that construction must be completed inside and out within one hundred eighty (180) days from commencemen The Committee shall have the right to charge a reasonable fee for receiving each application for approval of plans and specifications in an amount not to exceed Fifty ($50.00) Dollars for each review of house plans and specifications, and Twenty-five ($25.00) Dollars for each review of plans and specifications for repairs, remodeling, alterations or additions, which fees shall be completely separate from the purchase price.

1. It shall be the responsibility of the Committee from time to time to publish and distribute to architects and lot owners acceptable specifications, materials and standards for house construction.

2. No garage openings shall face any street; provided however, that front-facing garages may be approved only upon application to the Committee, and no approval shall be given by the Committee unless the front-facing garage shall have an automatic door opener. All houses which are required to have at least 1,400 square feet, as provided for in Section 4, paragraph 1 of this Article, shall have garages with a capacity for at least two automobiles. All houses which are required to have at least 1,000 square feet, as provided for in Section 4, paragraph 2 of this Article, shall have garages with an interior width of not less than 14 feet, which garages shall have a door of not less than 9 feet. The Committee may grant variances to this restriction.

3. Plans and specifications shall be prepared by an architect registered in the State of Florida. The architect submitting the plans must state in writing that he has visited the site and is familiar with all existing site conditions.

4. All structures must be built to comply substantially with the plans and specifications as approved by the Committee, and before any house can be occupied, it must be completely finished and a certificate of completion must be issued by the Committee.

5. Until such time as Developers divest themselves of all lots within Lake Padgett Estates East, Developers shall appoint from time to time the Members of an Architectural Committee (The "Committee") to consist of not less than three (3) nor more than seven (7) members which shall exercise authority to approve plans and specifications, and Developers shall have the right to assign the Committee to the Property Owners' Association at any time. After Developers divest themselves of all lots within Lake Padgett Estates East, the Committee shall be elected by a majority of the votes of those Members of the Property Owners' Association voting.

Section 2. Setbacks and Easements:

1. Minimum setback lines of the properties are not intended to engender uniformity of setbacks; they are meant to avoid overcrowding and monotony. It is intended that setbacks may be staggered where appropriate so as to preserve important trees, and assure vistas of water and open areas. The Committee reserves the right to select the precise site and location of each house or other structure on each lot and to arrange the same in such manner and for such reasons as Committee shall deem sufficient. No building or structure or any part thereof shall be located on any lot nearer to a side street than thirty (30) feet or nearer than eight (8) feet to any interior lot line, nor nearer than twenty (20) feet from back line if not on water nor nearer than thirty (30) feet from high water mark if back line abutts water; provided however, as to lots that subsequently become subject to this Declaration as an "addition" which are designated for attached or semi-attached dwellings, any such building, structure or

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appurtenances thereon may abutt upon and be incorporated into any partywall and there shall be no side line setback requirements as to lot side lines upon which party walls are constructed. If an attached garage is not made a part of the dwelling, one side yard shall not be less than ten (10) feet from the lot line to permit access to the detached garage in the rear of the property. If detached garage or other outbuildings be approved with written consent from the Committee, they may be erected not nearer than ten (10) feet to any side lot line.

For the purpose of determining compliance with the foregoing building requirements, wing-walls, eaves and steps extended beyond the outside wall of a structure shall not be construed to authorize or permit encroachment upon any easements of rights-of-way.

2. Setback provisions herein prescribed may be altered by the Developers whenever in their sole discretion the topography or configuration of any lot in said subdivision will so require.

3. The front thirty (30) feet of the property abutting upon the streets and roads, and eight (8) feet along the side and rear lines of all parcels of land hereinafter conveyed by said Developers are subject to an easement in favor of Developers, their successors and assigns, for the purpose of supplying the property with electric current, telephone, water, gas, sewerage, or for other purposes consistent with the development of the property.

Existing drainage patterns shall not be obstructed, and Developers or their assigns may not be denied access to open, maintain or operate such drainage systems. Driveways shall be culverted at the roadway as per specifications provided by the Architectural Committee.

Section ~~2~~ 3. Living Area, Building Heights and Garages.

1. No residences shall be erected or allowed to remain on any lot within the area described on Exhibit "A" attached hereto and made a part hereof unless the square foot area of the main residence, exclusive of screened porches, garages and storage rooms, shall equal or exceed 1,400 square feet.

Section ~~3~~ 4. Land Use.

1. By or with the written consent of the Committee, one or more lots (as shown on said map) or parts thereof, may be re-subdivided or combined to form one single building lot; provided however, in such event, the resulting lots shall not be smaller in total area than either of the original lots prior to such subdivision.

2. Each lot shown on said subdivision plan and within the area described on Exhibit "A" attached hereto shall be used for single-family residence purposes only.

3. Only one private dwelling shall be erected, constructed, placed or maintained on any one of the lots in the area of the subdivision described on Exhibit "A" attached hereto as the lots are now designed according to the Developers' final layout of said subdivision, except that more than one lot may be used for a private dwelling.

4. No b[illegible]ngs shall be erected, [illegible]ted, placed or permitted to [illegible]ain on any lot or buildi[illegible] plot within the areas described on Exhibit "A" attached hereto other than one detached single-family dwelling.

5. No structure of a temporary nature or character shall be used as a residence.

6. No building or structure shall be moved onto any lot in the area covered by these restrictions, it being the intent of this imposition of restriction that any and all buildings or structures on any of the property hereinbefore described shall be constructed thereon.

7. No building erected for use as a garage upon the land hereby conveyed or upon any parcel thereof or any lot therein shall ever be used as a residence; nor shall any trailer or vehicle used for housing of any kind be allowed to park or remain within the boundaries of any of the lots, whether for dwelling purposes or not; provided, however, the Developers may park subdivision vehicles in any recreational areas temporarily during the period of time that construction is in progress.

Section 6.5 Maintenance.

1. Developers shall mow lots prior to con-struction so as not to detract from value of surrounding area. Lot owner will be responsible to pay for this service at Five ($5.00) Dollars per lot each and every month. This service fee shall begin on March 1, 1974, and shall be payable on that date and on the first of each month thereafter until such time as the construction of a house is started on the lot.

2. All lots, together with the exterior of all improvements (if any) located thereon, shall be maintained in a neat and attracti condition by their respective Owners. Such main-tenance shall inclu but not be limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, walks and other exterior improvements. In the event the Owner shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Committee, after approval by two-thirds (2/3) vote of the Association Board of Directors, it shall have the right, through its agents and employees, to enter upon said lot and maintain 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 and Owner shall be personally liable to the Associatic for the costs of such maintenance, and the costs, until paid, shall be a permanent charge and lien upon such lot. Entry to perform maintenance shall be only between the hours of 7:00 A.M. and 6:00 P.M. on any day except Sunday. Such entry as herein provided shall not be a trespass, nor shall the Association be liable for doing anything reasonably necessary or appropriate in connection with carrying out these provisions.

3. To preserve the natural integrity and beauty of the land, water runoff, etc., no trees, shrubs, bushes or other vegetation having a diameter of three inches or more shall be cut, destroyed or mutilated except with the prior written consent

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and permission of the Committee; provided however, that dead or diseased trees, shrubs, bushes or other vegetation shall be cut and removed promptly from any lot by the property owner thereof after such dead or diseased condition is first brought to the attention of the Committee and permission for such cutting and removal has been obtained.

Section 4.6 Screening of Other Uses.

1. Stationary outside clotheslines will not be permitted and clothes-hanging devises such as lines, poles, frames, etc., shall be stored out of sight when not in use.

2. Street mailboxes shall be of the type consistent with the character of Lake Padgett Estates East and shall be placed and maintained to compliment the houses in the neighborhood. Application shall be made by each Owner for his mailbox. At such time door postal service is available, Owners shall be required to have mailboxes attached to the main dwelling structure and street mailboxes shall be removed.

3. No housetrailer shall be permitted to stay on any lot or public right-of-way. Boats, boat trailers, campers or any other such vehicle, trailer, or vessel shall not be permitted to stay on a public right-of-way or on a lot unless permanently enclosed in a garage and screened from view of adjoining lots, streets and common areas. Temporary buildings and other structures, including trailers, shall be permitted during the construction period of houses or as a temporary real estate sales office of Developers for the sale of land and residences. No garage, out-building or other appurtenant structure shall be used for residential purposes, either temporarily or permanently, except such housetrailers as may be required by Developers for agents or employees during the period of time the property is being developed.

4. No house or other structure on any lot shall be used for commercial or business purposes. Each Owner and their guests shall refrain from any act or use of his lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any lot. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever nor shall any substance, thing or material be kept upon any lot which will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by garbage and trash removal service units. All garbage cans shall be screened from view from any street in the subdivision. In the event that any Owner of any developed lot fails or refuses to keep such property free from any of the foregoing unsightly items, weeds or underbrush, the Association may, at its option, ten (10) days after posting a notice thereon or mailing a notice to said Owner at his property address requesting Owner to comply with requirements of this paragraph, enter and remove all such unsightly items and growth at said Owner's expense, and Owner shall be personally liable to the Association for the costs of removal, and the costs until paid shall be a permanent charge and lien upon said lot. By acquiring property subject to these restrictions, each and every Owner agrees to pay such costs promptly upon demand by the Association, their agents, assigns, or representatives. No such entry as provided herein shall be deemed as a trespass. The provisions

of this section shall not apply to lots upon which houses are under construction.

5. No window air-conditioning units shall be installed without prior written approval of the Committee.

6. No vehicles shall be parked on any street or on the lawn of any residence for a period of time in excess of five (5) hours. The Association may issue permits to extend this time.

Section ~~8~~ 7 Fences, Hedges and Landscaping.

1. All the landscape plans, fences and hedges must receive prior written approval from the Committee before implementation. Landscaping shall include not less than three (3) shade trees per lot.

2. Boundary walls, excluding party walls, may be erected and hedges grown but no higher than three (3) feet between the street right-of-way and the minimum building setback line. No fence of any type shall be permitted between the street right-of-way and the minimum building setback line. Fences, boundary walls and hedges shall not exceed six (6) feet in LOT LINES height between the minimum building setback line, the utility easement along the rear property line and the side lines unless written approval is received from the Committee. No fence, boundary wall or hedge shall be erected nearer than one (1) feet to any side line or back line of any lot, except that adjoining property Owners may mutually agree to build a common fence and, in such event, the common fence may be placed on the property line.

Section ~~9~~ 8 Bird and Wildlife Sanctuary. The land subject to these restrictions shall be considered a bird and wildlife sanctuary and the molesting, taking or destroying of birds and/or wildlife is prohibited. This does not prohibit the taking of gamefish as provided under the Laws of the State of Florida.

Section ~~10~~ 9 Animals.

1. No animals, livestock or poultry of any kind shall be raised, bred, pastured or maintained on any lot, except household pets for the sole pleasure and purpose of the occupants but not for any commercial use or purpose. Birds shall be confined in cages.

2. No person owning or having possession, charge, custody or control of any dog or cat shall cause, permit or allow the dog or cat to stray, run, be, go or in any other manner to be unattended in or upon any public street, sidewalk or park or on private property of others without the express or implied consent of the Owner of such private property.

3. Horses shall be allowed only on designated trails and shall be stabled only in designated areas. Horses may not be stabled on any residential or commercial lot.

Section ~~11~~ 10 Signs. No sign of any kind shall be displayed to the public view on any land covered by these restrictions, except that one sign of not more than five (5) square feet advertising the property for sale by Developers, their agents, a builder or Owner may be placed on such property.

Section ~~12~~ 11 Docks.

1. No docks, boathouses, piers or similar structures shall be constructed, except those which may be erected by the Developers or by the Association with the consent of the Developers.

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2. Ladders, steps or similar structures leading to the water must be approved by the Committee.

Section ~~13~~.12 Utilities.

1. No outside radio transmission tower or receiving antenna shall be erected by an Owner within the restricted property, and no outdoor television antenna may be erected or installed if Developers shall provide cable television reception to a lot. If cable television service is not available to a lot, then the customary outdoor television receiving antenna may be installed with the prior approval of the Committee, provided such outdoor antenna shall thereafter be taken down and removed by the Owner when and if a cable television receiving service shall later be provided by Developers.

2. All residential utility service lines (including, without limitation, electricity, telephone, any and all types of radio and television lines, cables, etc.) to the lots shall be underground; provided however, this restriction shall not be construed to prohibit the installation or construction of one or more central utility service relay lines in the event such is, in the Committe's sole discretion deemed necessary.

3. When a central water and/or central sewage system is installed in this subdivision, property Owners by acceptance of a deed or contract for deed to property in the subdivision agree that they shall connect to said system or systems and agree to pay the required connection fee and monthly service charge and any prorata assessments for the installation of the systems.

4. Developers are presently negotiating with a power company for the formation of a lighting district and in the event such lighting district is formed, Owner hereby agrees that he shall pay a prorata share of the costs of said lighting district, and Owner hereby gives Developers authority to vote for him in any election which may be held in connection with the forming of said lighting district and/or to petition the proper governmental body on Owner's behalf for the formation of such lighting district.

Section ~~14~~13 Wells and Lakes.

1. Except with the prior written approval and permission of the Committee, no water well shall be sunk or drilled on any lot. However, Developers reserve the right to locate wells, pumping stations and tanks within residential areas or any open space, or on any lot designated for such use by Developers.

2. The Developers and their agents or their assigns and/or the Association shall have the sole and absolute right, but no obligation, to control the water level of the lakes and water ways located within Lake Padgett Estates East and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in lakes and water ways. Developers may restrict or prohibit fishing within the lakes and water ways until October 1, 1975.

3. No lot Owner or resident shall have any right to pump or otherwise remove any water from the lakes for the purpose of irrigation or other use nor to place rocks, stones, trash, garbage, sewage, water discharged from swimming pools or heating or air-conditioning systems, waste water (other than surface drainage) rubbish, debris, ashes or other refuse in any of the lakes and water ways.

4. No boat shall be operated on any water ways in excess of four (4) miles per hour and no internal combustion engines shall be used on these water ways, except those which may be used by the Developers or the Association for maintenance.

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Section 18.1 Storage of Materials.

1. Incinerators for garbage, trash or other refuse shall not used nor permitted to be erected or placed on any lot. Any and al equipment, coolers, woodpiles, garbage cans, refuse or storage pil placed on a lot (whether temporary or permanent) shall be walled i conceal same from the view of the neighboring lots, roads, streets the waterfront or open areas. Plans for all screens, walls, and enclosures must be approved by the Committee prior to construction.

2. No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or any other t used for building purposes shall be stored on any lot except for t purpose of construction on such lot and shall not be stored on such lot for longer than the length of time reasonably necessary for the construction of completion of the imporvement in which same is to b used.

3. No exposed above-ground tanks will be permitted for the st of fuel or water or any other substance, except for water tanks tha may be constructed by the Developers for the storage of potable wat for the community, fuel tanks for Developers' use during building operations and fuel tanks used by home, road and water and sewer contractors.

Section 18.18 Swimming Pools. Swimming pools shall not be nearer than ten (10) feet to any lot line and must be located to the rear of the main building.

Section 18.19 Sprinkling Systems. All lots must have one hundred percent (100%) underground sprinkling coverage in operable condition within thirty (30) days after a building has been complete upon the lot.

Section 18.20 Solicitors. No solicitors shall be allowed in Lake Padgett Estates East without the consent of the Developers and/or the Association.

Section 18.21 Miscellaneous.

1. No Owner shall excavate or extract earth from any of the lots subject to the Declaration for any business or other commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots. No lot shall be increased in size by filling in the water it abutts.

2. No privies or outside toilet facilities shall be constructed or maintained on any lot. Any individual sewerage disposal system ("septic tank") permitted by the Committee (any other provisi herein or any other written statement to the contrary notwithstandin shall also be of a type approved or recommended by the State and local Departments of Health and shall be maintained by each Owner at all times in the proper sanitary condition in accordance with applicable State and County sanitation laws. Upon completion of such approved facilities, all plumbing and other sanitary systems must be approved by the Committee in addition to State and local health officials.

ARTICLE VII

TIME LIMIT TO BUILD, CONTRACTORS AND GOVERNMENTAL RESTRICTIONS

Section 1. Time Limit to Build.

1. Construction of the exterior and interior of any structure shall be completed within one hundred eighty (180) days from the

date of commencement of construction thereof; provided however, that the Committee may grant a reasonable time extension upon receipt of a written application for such extension by the Owner, which application shall advise the number of days for which the extension is requested and the reason that such an extension is necessary.

2. The construction of any building in the subdivision shall be diligently pursued to completion within a reasonable time after such work has begun.

Section 2. Contractors. All buildings placed on any of the lots within Lake Padgett Estates East shall be erected by licensed contractors of Pasco County, Florida.

Section 3. Governmental Restrictions. Each Owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to his lot. In the event of any conflict between any provisions of any such governmental code, regulation or restriction and any provision of this Declaration, the restrictive provision shall apply.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Duration. The foregoing restrictions shall be construed to be covenants running with the land and shall be binding and effective until December 31, 1999, at which time they shall be automatically extended for successive periods of ten (10) years each unless approved by no less than two-thirds (2/3) of the total votes of both classes of membership cast in person or by proxy to change, amend or revoke the restrictions in whole or in part. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Article.

Section 2. Amendment. The covenants and restrictions of this Declaration as they pertain to the lots and other properties within Lake Padgett Estates East may be amended at any time and from time to time during the period of any extension or renewal thereof, by an agreement signed (a) by Developers, if they are the Owner of any lots then subject hereto; and (b) to the extent permitted by law, by at least two-thirds (2/3) of the Owners whose lots are then subject hereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. By way of clarification, this process of amendment does not apply to "additions". Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided herein.

Section 3. Enforcement. If any person, firm or corporation shall violate or attempt to violate any of these restrictions, it shall be lawful for any other person, firm or corporation owning any property within Lake Padgett Estates East to bring an action against the violating party at law or in equity for any claim which these restrictions may create in such other Owner or interested party either to prevent said person, firm or corporation from so doing such acts or to recover damages for such violation. The provisions of this Section are in addition to and separate from the rights of the Association to collect Association fees. Any failure by Developers or any property Owner to enforce any of said covenants and restrictions or other provisions shall in no event

I HEREBY CERT Y that on this 28th d February, 1973, before me perso appeared D. D. COVING N, JR., to me known to be the person described in and who executed the foregoing instrument and he acknowledged the execution thereof as his free act and deed and for the uses and purposes therein mentioned.

WITNESS my hand and official seal the date aforesaid.

Notary Public, State of Florida
at Large
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 2, 1977
Bonded by American Fire & Casualty Co.

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this 28th day of February, 1973, before me personally appeared JOYCE COVINGTON, to me known to be the person described in and who executed the foregoing instrument and she acknowledged the execution thereof as her free act and deed and for the uses and purposes therein mentioned.

WITNESS my hand and official seal the date aforesaid.

Notary Public, State of Florida
at Large
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 2, 1977
Bonded by American Fire & Casualty Co.

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this 28th day of February, 1973, before me personally appeared D. D. COVINGTON, JR., as President of COVINGTON PROPERTIES, INC., sole general partner of LAKE PADGETT ESTATES, LTD., a Florida limited partnership, to me known to be the person described in and who executed the foregoing instrument for and on behalf of and as the act and deed of said limited partnership, for the uses and purposes therein expressed, pursuant to authority lawfully conferred upon him by said limited partnership.

WITNESS my hand and official seal the date aforesaid.

Notary Public, State of Florida
at Large
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 2, 1977
Bonded by American Fire & Casualty Co.

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this 28th day of February, 1973, before me personally appeared D. D. COVINGTON, JR., as President of COVINGTON PROPERTIES, INC., to me known to be the person described who executed the foregoing instrument for and on behalf of the act and deed of said limited partnership, for the purposes therein expressed, pursuant to authority lawfully conferred upon him by said limited partnership.

WITNESS my hand and official seal the date aforesaid.

Notary Public, State of Florida
at Large
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 2, 1977
Bonded by American Fire & Casualty Co.

"A"

A tract of land lying in Sections 17 and 20, Township 26 South, Range 19 East, Pasco County, Florida, more specifically described as follows: From the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of said Section 20 as the Point of Beginning run (1) North 01° 02' 59" East a distance of 825.02 feet; run thence (2) South 89° 06' 54" East a distance of 1324.30 feet; run thence (3) North 01° 02' 41" East a distance of 494.11 feet; run thence (4) North 01° 04' 00" East a distance of 1318.93 feet; run thence (5) North 01° 04' 23" East a distance of 659.29 feet; run thence (6) South 89° 15' 43" East a distance of 1325.02 feet; run thence (7) South 01° 04' 34" West a distance of 2004.39 feet; run thence (8) North 90° 00' 00" West a distance of 206.13 feet; run thence (9) South 67° 00' 40" West a distance of 122.20 feet; run thence (10) on an arc to the right 83.88 feet, subtended by a chord of 83.62 feet, chord bearing = South 15° 08' 21" East; run (11) thence on an arc to the right 75.45 feet subtended by a chord of 75.26 feet, chord bearing = South 00° 13' 44" East; run (12) thence on an arc to the right 80.35 feet, subtended by a chord of 80.12 feet, chord bearing = South 14° 21' 05" West; run (13) thence South 30° 34' 28" West a distance of 92.65 feet; run (14) thence on an arc to the right 64.97 feet, subtended by a chord of 64.85 feet, chord bearing = South 45° 21' 30" West; run (15) thence on an arc to the left 398.99 feet, subtended by a chord of 388.49 feet, chord bearing = South 28° 34' 42" West; run (16) thence South 05° 43' 05" West a distance of 172.86 feet; run (17) thence on an arc to the right 32.72 feet, subtended by a chord of 32.70 feet, chord bearing = South 09° 11' 23" West; run (18) thence South 23° 13' 11" West a distance of 98.95 feet; run thence (19) on an arc to the right 116.38 feet, subtended by a chord of 115.49 feet, chord bearing = South 46° 07' 38" West; run (20) thence on an arc to the right 23.10 feet, subtended by a chord of 23.09 feet chord bearing = South 60° 55' 35" West; run (21) thence South 00° 53' 10" West a distance of 150.53 feet; run (22) thence North 89° 06' 44" West a distance of 1910.00 feet to the (1) Point of Beginning.

"A"

EXHIBIT A

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"B"

DEED RESTRICTIONS

LAKE PADGETT ESTATES EAST

~~# 546 - 572~~
573 - 608
877 - 890
871, 892 - 1003
1063 - 1077
1078
1069 - 1086

TOTAL - 212

Supplement OR 725-243 11.26.73
Amendment to Sup. OR 726-107 11.28.73
Nov. 26, 73
Nov 28, 73

COVENANTS, CONDITIONS AND RESTRICTIONS

This Supplemental Declaration, made this 26th day of November, 1973, by D. D. COVINGTON, JR., JOYCE COVINGTON, COVINGTON PROPERTIES, INC., and LAKE PADGETT ESTATES, LTD., a Florida limited partnership, hereinafter called "Developers",

W I T N E S S E T H:

WHEREAS, Developers caused to be recorded in O. R. Book 663, page 250, of the public records of Pasco County, Florida, on February 28, 1973, a Declaration of Covenants, Conditions and Restrictions, dated February 28, 1973, and

WHEREAS, said covenants, conditions and restrictions provided in Article II thereof for additions to the property covered by said covenants, conditions and restrictions, and

WHEREAS, Developers are the owners of the real property described in Article II of this Supplemental Declaration and desire to create thereon an exclusive residential community to be a part of Lake Padgett Estates East, and

WHEREAS, Developers have deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in Lake Padgett Estates East and to insure the residents' enjoyment of the specific rights, privileges and easements in the community properties and facilities, to create an organization which should be delegated and assigned the powers of owning, maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges created in said Declaration of Covenants, Conditions and Restrictions dated February 28, 1973, and by this Supplemental Declaration, and

WHEREAS, said organization has been created, and

WHEREAS, Developers deem it desirable for the property described in Article II hereof, be included in the property over which said organization has jurisdiction,

NOW, THEREFORE, the Developers declare that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is hereby made a part of Lake Padgett Estates East and is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I.

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

1. "Lake Padgett Estates East" shall mean and refer to all such existing properties, and additions thereto, as are subject

to the original Declaration dated February 28, 1973, and recorded in O.R. Book 663, page 250, of the Public Records of Pasco County, Florida, and this Supplemental Declaration and any future Supplemental Declaration under the provisions of Article II hereof.

2. "Association" shall mean and refer to Lake Padgett Estates East Property Owners' Association, Inc.

3. "Private Dwelling Unit" shall mean and refer to all living units within Lake Padgett Estates East.

4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any parcel of property situated within Lake Padgett Estates East but, notwithstanding, any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any procedure in lieu of foreclosure.

5. "Developers" shall mean and refer to D. D. Covington, Jr., Joyce Covington, Covington Properties, Inc., and Lake Padgett Estates, Ltd., a Florida limited partnership, or such other entity that undertakes to develop real estate in Lake Padgett Estates East under an agreement with the owners of the land.

6. "Member" shall mean and refer to members of the Lake Padgett Estates East Property Owners' Association, Inc.

7. "General Plan of Development" shall mean and refer to either the preliminary plan and/or the surveyed layout for a particular area of Lake Padgett Estates East as specifically designated by Developer.

8. "Lots" shall mean individual parcels of land as shown on the Developer's final layout of Lake Padgett Estates East.

9. "Community Property" shall mean roads, lakes, waterways, recreation areas, public utilities and other areas for common use, as designated by Developers.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Supplemental Declaration is located in the County of Pasco, State of Florida, and is more particularly described in metes and bounds description attached hereto as Exhibit "A" and incorporated by reference as fully as if specifically repeated herein and all of which real property shall hereinafter be referred to as "Existing Property", provided however, that the "existing property" referred to herein is an addition to the "existing property referred to in the Declaration recorded in O.R. Book 663, page 250, of the Public Records of Pasco County, Florida.

Section 2. Additions to Existing Property. Without further assent or permit, Developers hereby reserve the right, exercisable from time to time, to subject other real property to the restrictions set forth herein, in order to extend the scheme of this Declaration to other property to be developed as part of Lake

erties within the jurisdiction of the Association. The additions herein authorized may be made by filing of one or more supplementary Declarations in respect to the properties to be then subject to this Declaration and which shall extend the jurisdiction of the Association to such property and thereby subject such addition to assessment for their just share of the Association's expenses. Each supplementary Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained herein as may be necessary to reflect the different character of the added properties; provided, however, any such supplemental Declaration or any such other Declaration shall not revoke or otherwise amend the provisions of this Declaration as this Declaration pertains to the properties subjected hereto.

ARTICLE III

AGREEMENT TO JOIN PROPERTY OWNERS' ASSOCIATION

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership.

1. Every person or entity who is the owner of record of a fee interest in any lot or who is purchasing one or more lots under a contract or purchase agreement within the properties shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, by-laws, and rules and regulations. For this purpose, ownership of a condominium under any unit ownership arrangement or agreement shall be deemed ownership of a lot. The foregoing is not intended to include persons or entities who hold an interest in any lot merely as security for the performance of an obligation. Ownership of such lot shall be the sole qualification for membership. When any lot is owned of record in joint tenancy or tenancy in common or by some other legal entity, or when two or more persons or other legal entity is purchasing one or more lots under contract or agreement of purchase, the membership as to such lot(s) shall be joint and the right of such membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section 2 hereinbelow.

2. During any period in which a Member shall be in default in the payment of any annual, special or other periodic assessment levied by the Association, the voting rights and right to the use of the Common Areas or any other facilities which the Association may provide may be suspended by the Board of Directors until such assessment is paid. In the event of violation by a member of any rules or regulations established by the Board of Directors, such member's voting and use rights may be suspended by the Board after a hearing at which the general requirements of due process shall be observed. Such hearing shall only be held by the Board (or a committee thereof) after giving Member 10 days prior written notice specifying such alleged violation and setting the time, place and date of the hearing. Determination of violation shall be made by a majority vote of the Board or the Committee hereof.

3. No membership or initiation fee shall be charged, nor shall members be required to pay at any time any amount to carry on the business of the Association except to pay when due the charges, assessments and special assessments levied upon each Member's lot as specified in this Declaration, the by-laws, or as the Members of the Association may from time to time hereafter adopt.

Section 2. Voting and Voting Rights.

1. The voting rights of the membership shall be appurtenant to the ownership of the lot. There shall be two classes of lots with respect to voting rights:

A. CLASS A. Class A lots shall be all lots except Class B lots as the same are hereinafter defined. The voting rights appurtenant to the Class A lots shall be as follows:

(1) MULTI-FAMILY APARTMENT BUILDING. Each lot used for the development thereon of multi-family apartment building(s), including condominium apartment buildings, shall entitle the Owner(s) of said lot to one vote for each completed private dwelling unit within the apartment building(s) located upon said lot. To qualify as "completed" the private dwelling unit within the apartment building must be occupied, available for immediate occupancy, or temporarily unavailable for occupancy on account of repairs, maintenance work or restoration. A lot reserved and designated for the development of multi-family apartment building(s) but not containing at least two completed private dwelling units shall be allotted one vote.

(2) SINGLE-FAMILY ATTACHED DWELLING UNITS (INCLUDING CONDOMINIUM). Each lot designated as a lot on which a single-family attached dwelling unit (i.e. townhouse, patio house or condominium) is or may be constructed shall entitle the Owner(s) of said lot to one vote.

(3) SINGLE FAMILY DETACHED HOMES. Each lot designated as a lot on which a single-family detached home is or may be constructed shall entitle the Owner(s) of said lot to one vote.

When two or more persons hold an interest (other than a leasehold or security interest) in any lot, all such persons shall be members. The vote for such lot shall be exercised by one of such persons as proxy and nominee for all persons holding an interest in a lot and in no event shall more than one vote be cast with respect to any lot.

No longer exists

B. CLASS B. Class B lots shall be all lots owned by Developers which have not been converted to Class A lots as provided in (1) or (2) below. Developers shall be entitled to four (4) votes for each Class B lot reserved and designated for the development of a single-family detached home and three (3) votes for each Class B lot reserved and designated for the development of a single-family attached dwelling unit (including condominium units) and one-half (1/2) vote for each completed private dwelling unit within an apartment building(s) located on each Class B lot reserved and designated for the development of a multi-family apartment building(s). The Class B lots shall cease to exist and shall be converted to Class A lots on the happening of either of the following events, whichever first occurs:

(1) When the total number of votes appurtenant to the Class A lots equals 150% of the total number of votes appurtenant to the Class B lots; or

(2) Ten years from the execution of this Declaration of Covenants, conditions and restrictions. In the case of additional memberships being created by annexation of additional land and the developing of same, the tests of (1) and (2) above shall be applied separately to each portion of the annexed lands and the test under (2) shall be ten (10) years from the time Developers record a supplementary Declaration annexing such lands.