

S/H



Rcpt: 1735557 Rec: 324.50
DS: 0.00 IT: 0.00
12/21/2015 K. K., Dpty Clerk

Prepared by & Return to:
Marielle Westerman, Esq.
Westerman Zetrouer, P.A.
146 2nd St. N., Ste. 100
St. Petersburg, FL 33701

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
12/21/2015 01:20pm 1 of 38
OR BK 9301 PG 1919

NOTICE PURSUANT TO FLORIDA STATUTE §712.05 & §712.06
OF PRESERVATION OF DECLARATION OF RESTRICTIONS, LIMITATIONS,
CONDITIONS AND AGREEMENTS

Pursuant to Chapter 712, Florida Statutes, Nature's Hideaway Phase 1A Homeowners Association, Inc. hereby gives and records this Notice of Preservation of Covenants to preserve and protect the Declaration of Restrictions, Limitations, Conditions and Agreements identified herein from extinguishment under the Marketable Record Title Act.

1. Nature's Hideaway Phase 1A Homeowners Association, Inc. is a Florida not-for-profit corporation existing pursuant to Chapter 617, Florida Statutes and whose mailing address c/o Creative Management, 6014 US Hwy 19, Ste. 100, NEW PORT RICHEY, FL 34652.
2. Nature's Hideaway Phase 1A Homeowners Association, Inc. is the corporation in charge of the operation and control of Nature's Hideaway Phase 1A Homeowners Association, Inc., a mandatory homeowners association, according to the Declaration of Restrictions, Limitations, Conditions and Agreements for Nature's Hideaway Phase 1A Homeowners Association, thereof as recorded in Official Records Book 1468, Page 1338, et. seq. of the public records of Pasco County, Florida, including all other amendments of record as recorded from time to time.
3. The management of the affairs of the Nature's Hideaway Phase 1A Homeowners Association, Inc. is vested in a three (3) member board of directors.
4. The real property and lands affected by this Notice of Preservation of Declaration of Restrictions, Limitations, Conditions and Agreements are depicted and legally described as Nature's Hideaway Phase I-A, according to the plat thereof recorded in Plat Book 0024, Pages 0047 through 49, inclusive, of the Public Records of Pasco County as more fully described as:

LEGAL AND DEDICATION:

STATE OF FLORIDA }
COUNTY OF PASCO } S.S.

The undersigned owner of the land shown on this plat to be known as NATURE'S HIDEAWAY PHASE 1-A, being a subdivision of a part of the southwest one-quarter (SW 1/4) of Section 27, Township 26 South 16 East, Pasco County, Florida, being further described as follows:

DESCRIPTION:
Commence at the southwest corner of Section 27, Township 26 South, Range 16 East, Pasco County, Florida; thence S.89°-31'-46"E., 70.00 feet, along the south boundary of said Section 27 to a point on the east right-of-way line of Seven Springs Boulevard extension as recorded in Official Record Book 1037, pages 1225 through 1227 of the Public Records of Pasco County, Florida; thence N.00°-36'-45"E., 800.00 feet, along said east right-of-way line to the Point of Beginning; thence continue N.00°-36'-45"E., 80.00 feet, along said east right-of-way line; thence S.89°-23'-15"E., 300.00 feet; thence N.00°-36'-45"E., 105.72 feet; thence S.89°-23'-15"E., 106.15 feet; thence N.29°-23'-15"E., 1074.20 feet; thence S.00°-36'-45"W., 150.00 feet; thence S.89°-23'-15"E., 65.00 feet; thence N.00°-36'-45"E., 150.60 feet; thence S.89°-23'-15"E., 327.33 feet; thence S.24°-23'-15"E., 443.14 feet; thence S.65°-36'-45"W., 422.07 feet; thence N.89°-23'-15"W., 312.08 feet; thence N.66°-03'-06"W., 25.23 feet; thence N.89°-23'-15"W., 87.28 feet; thence along a curve to the left that has a radius of 292.74 feet, an arc length of 45.77 feet, a chord length of 45.72 feet, a chord bearing of N.05°-05'-20"E., 54.42 feet; thence N.89°-23'-15"W., 50.00 feet; thence S.00°-36'-45"W., 54.42 feet; thence along a curve to the right that has a radius of 242.24 feet, an arc length of 45.84 feet, a chord length of 45.79 feet, a chord bearing of S.06°-01'-27"W., 80.68 feet; thence S.69°-42'-57"W., 28.04 feet; thence N.89°-23'-15"W., 798.08 feet; thence along a curve that has a radius of 213.29 feet, an arc length of 50.83 feet, a chord length of 50.71 feet, a chord bearing of N.23°-10'-21"W., 33.26 feet; thence S.60°-00'-00"W., 108.04 feet; thence along a curve to the right that has a radius of 173.76 feet, an arc length of 92.84 feet, a chord length of 91.74 feet, a chord bearing of S.75°-18'-23"W., 300.00 feet, to the Point of Beginning. Containing 22.748 acres, more or less.

Have caused said land to be divided and subdivided as shown herein and do hereby dedicate to the practical use of the public and people of said Florida all street right-of-ways and easements as shown and depicted herein.

Commence at the Southwest corner of Section 27, Township 26 South, Range 16 East, Pasco County, Florida; thence S.89°-31'-46"E., 70.00 feet, along the South boundary of said Section 27 to a point on the East right-of-way line of Seven Springs Boulevard extension as recorded in Official Record Book 1037, pages 1225 through 1227 of the Public Records of Pasco County, Florida; thence N.00°-36'-45"E., 800.00 feet, along said East right-of-way line to the Point of Beginning; thence continue N.00°-36'-45"E., 80.00 feet, along said East right-of-way line; thence S.89°-23'-15"E., 300.00 feet; thence N.00°-36'-45"E., 105.72 feet; thence S.89°-23'-15"E., 106.15 feet; thence N.29°-23'-15"E., 1074.20 feet; thence S.00°-36'-45"W., 150.00 feet; thence S.89°-23'-15"E., 65.00 feet; thence N.00°-36'-45"E., 150.60 feet; thence S.89°-23'-15"E., 327.33 feet; thence S.24°-23'-15"E., 443.14 feet; thence S.65°-36'-45"W., 422.07 feet; thence N.89°-23'-15"W., 312.08 feet; thence N.66°-03'-06"W., 25.23 feet; thence N.89°-23'-15"W., 87.28 feet; thence along a curve to the left that has a radius of 292.74 feet, an arc length of 45.77 feet, a chord length of 45.72 feet, a chord bearing of N.05°-05'-20"E., 54.42 feet; thence N.89°-23'-15"W., 50.00 feet; thence S.00°-36'-45"W., 54.42 feet; thence along a curve to the right that has a radius of 242.24 feet, an arc length of 45.84 feet, a chord length of 45.79 feet, a chord bearing of S.06°-01'-27"W., 80.68 feet; thence S.69°-42'-57"W., 28.04 feet; thence N.89°-23'-15"W., 798.08 feet; thence along a curve that has a radius of 213.29 feet, an arc length of 50.83 feet, a chord length of 50.71 feet, a chord bearing of N.23°-10'-21"W., 33.26 feet; thence S.60°-00'-00"W., 108.04 feet; thence along a curve to the right that has a radius of 173.76 feet, an arc length of 92.84 feet, a chord length of 91.74 feet, a chord bearing of S.75°-18'-23"W., 300.00 feet, to the Point of Beginning. Containing 22.748 acres, more or less.

5. The real property and lands described in paragraph 4 above is burdened and encumbered by the Declaration of Restrictions, Limitations, Conditions and Agreements, including all amendments thereto, described in paragraph 2 above.
6. The Board of Directors of Nature's Hideaway Phase 1A Homeowners scheduled a special meeting of the Board on December 21, 2015 for the purpose of considering and voting on preserving the covenants and restrictions contained in the Declaration of Restrictions, including all amendments thereto.
7. At least seven days in advance of the December 21, 2015 special meeting of the Board, the Board of Directors of Nature's Hideaway Phase 1A Homeowners

Association, Inc. caused to be sent a Statement of Marketable Title Action in the form set forth pursuant to Fl. Stat. §712.06 to all members of Nature's Hideaway Phase 1A Homeowners Association, Inc. Attached hereto is the affidavit of Patricia Born, as president of Nature's Hideaway Phase 1A Homeowners Association, Inc. affirming that the Board of Directors on December 11, 2015 mailed a Statement of Marketable Title Action to all members of Nature's Hideaway Phase 1A Homeowners Association, Inc. and further attaches and incorporates a true and correct copy of the Statement of Marketable Title Action mailed to all members.

8. The December 21, 2015 special board meeting was duly noticed and attended by the Board of Directors of Nature's Hideaway Phase 1A Homeowners Association, Inc.
9. At least two-thirds of the Board of Directors voted in favor of the preservation of the covenants and restrictions contained in the Declaration of Restrictions, Limitations, Conditions and Agreements, including all amendments thereto.
10. The real property interest claimed under this Notice of Preservation is the right to preserve those certain restrictions, covenants, agreements and easements set forth in the Declaration of Restrictions, Limitations, Conditions and Agreements, including all amendments thereto. A copy of said Declaration of Restrictions, Limitations, Conditions and Agreements is attached hereto.

IN WITNESS WHEREOF, Nature's Hideaway Phase 1A Homeowners Association, Inc. has caused this Certificate to be executed in its name on December 21, 2015.

Witness

By: Vanessa Ruiz
(name, typed or printed)

Nature's Hideaway Phase 1A
Homeowners Association, Inc.

By: Pat Born
Signature

Witness
Signature: Vanessa B

PATRICIA A. BORN
(name, typed or printed)
President

Witness
By: Christine Thomas
(name, typed or printed)

ATTEST:

By: Janet Sinigalliano
Signature

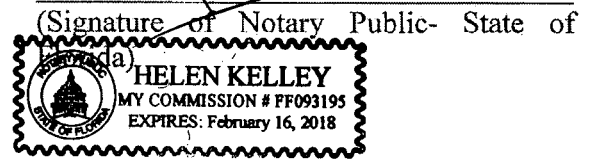
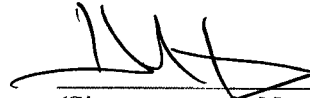
Witness
Signature: Chris Thomas

Janet Sinigalliano
(name, typed or printed)
Secretary Vice-President

STATE OF FLORIDA)

COUNTY OF PASCO)

Sworn to or affirmed and signed before me on December 21, 2015 by
Patricia Burns (president, name of person making statement).



(Print, Type, or Stamp Commissioned
Name of Notary Public)

X Personally Known
____ Produced Identification
____ Type of Identification Produced _____

AFFIDAVIT OF MAILING OR HAND DELIVERING OF
STATEMENT OF MARKETABLE TITLE ACTION TO OWNERS

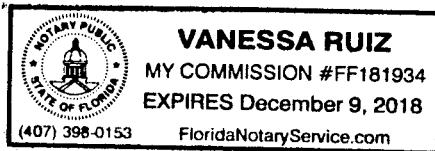
STATE OF FLORIDA)
)
COUNTY OF PASCO)

BEFORE ME, the undersigned authority, personally appeared Helen Kelly, who is the agent of the Board of Directors of Natures Hideaway Phase 1A Homeowners Association, Inc. who, after being duly sworn, deposes and says that the Statement of Marketable Title Action and the meeting notice of the special meeting of the Board of Directors of Natures Hideaway Phase 1A Homeowners Association, Inc., held December 21, 2015 at 11:00 a.m. at 6014 US Hwy 19 N., Suite 100, New Port Richey, FL 34652 were mailed or hand delivered to all members of the Natures Hideaway Phase 1A Homeowners Association, Inc. The notices were mailed or hand delivered to each member at the address last furnished to the association, as the address appears on the books of the association as of December 11, 2015. A copy of the Statement of Marketable Title Action mailed to the members of Natures Hideaway Phase 1A Homeowners Association, Inc. is attached hereto and incorporated by reference herein as Exhibit "A." A copy of said addresses is attached hereto and incorporated by reference herein as Exhibit "B."

[Signature]
Agent

Sworn to or affirmed and signed before me on 11 day of December, 2015, by Helen Kelly.

☒ Personally Known
☐ Produced Identification
Type of Identification Produced



(Seal)

[Signature]
(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

**NATURE'S HIDEAWAY PHASE 1A HOMEOWNERS ASSOCIATION, INC.
NOTICE OF SPECIAL BOARD MEETING FOR THE PURPOSE OF
PRESERVING THE DECLARATION OF RESTRICTIONS, LIMITATIONS,
CONDITIONS AND AGREEMENTS**

TO ALL MEMBERS:

On December 21, 2015 at 11:00 A.M. at 6014 US Hwy 19 N., Suite 100, New Port Richey, FL 34652, a special meeting of the Board of Directors will be held for the purpose of preserving the covenants, conditions, and restrictions contained in the Declaration of Restrictions, Limitations, Conditions and Agreements including all amendments thereto as more fully described below:

STATEMENT OF MARKETABLE TITLE ACTION

Natures Hideaway Phase 1A Homeowners Association, Inc. (the "Association") has taken action to ensure that the Declaration of Restrictions, Limitations, Conditions and Agreements recorded in Official Records Book 1468, Page 1338, et. seq. of the public records of Pasco County, Florida, including all other amendments of record as recorded from time to time (collectively "Declaration") currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the public records of Pasco County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

DATED: 12/11/15

BY ORDER OF THE BOARD OF DIRECTORS

Patricia Born,

President of Natures Hideaway Phase 1A Homeowners Association, Inc.

Mailed

CM

12/11/15 A.S.
Date Initials

STATEMENT OF MARKETABLE TITLE ACTION

Natures Hideaway Phase 1A Homeowners Association, Inc. (the "Association") has taken action to ensure that the Declaration of Restrictions, Limitations, Conditions and Agreements recorded in Official Records Book 1468, Page 1338, et. seq of the public records of Pasco County, Florida, including all other amendments of record as recorded from time to time (collectively "Declaration") currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the public records of Pasco County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

Natures Hideaway Phase 1A Homeowners Association, Inc.

By: Patricia Born
Patricia Born, President

Attest: Janet Sinigalliano
Janet Sinigalliano, Vice-President

Map	Parcel #	Name	Address
X	<u>27-26-16-0020-00000-00A0</u>	NATURES HIDEAWAY PHASE 1A HOMEOWNERS ASSOCIATION INC C/O RALPH RENALDI	(No Physical Address) 7227 OTTER CREEK DR
X	<u>27-26-16-0020-00000-0590</u>	OFALLON TIMOTHY D & THALIA J	7108 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0600</u>	MONOPOLI PETER A & VALERIE M	7112 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0610</u>	DIXON DAN A & KATHY J	7116 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0620</u>	LPP MORTGAGE LTD C/O DEVENMUEHLE MORTGAGE INC	7120 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0630</u>	DLUGOSZ STACEY L & MATTHEW D	7124 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0640</u>	VAN PELT CRAIG	7128 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0650</u>	ASMAR JORGE & INGRID	7200 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0660</u>	PHILLIPS DARIN C & BUTLER REBECCA T	7204 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0670</u>	NEGERSMITH DANIEL M & KELLY	7208 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0680</u>	HANIS WILLIAM J & LAURA E	7212 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0690</u>	RENTAL HOUSES LLC	7216 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0700</u>	HASTINGS GLEN H & HASTINGS PATRICIA J	7220 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0710</u>	GIBILARO ROSARIO & SUSAN M	7224 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0720</u>	PENNEY KEVIN JAMES	7300 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0730</u>	DONO ELIZABETH	7304 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0740</u>	GEMMELLARO ANTHONY & KERRI	7308 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0750</u>	VANFOSSEN TRAVIS W & KELLY L	7312 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0760</u>	HOSKINS STEPHEN T & MELISSA C	7316 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0770</u>	CHACON LUIS & CATINA	7320 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0780</u>	NATURE'S HIDEAWAY MASTER ASSOCIATION INC	7324 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0790</u>	NATURE'S HIDEAWAY MASTER ASSOCIATION INC	(No Physical Address) 7324 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0800</u>	NATURE'S HIDEAWAY MASTER ASSOCIATION INC	(No Physical Address) 7324 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0810</u>	NATURE'S HIDEAWAY MASTER ASSOCIATION INC	(No Physical Address) 7324 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0820</u>	NATURE'S HIDEAWAY MASTER ASSOCIATION INC	(No Physical Address) 7324 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0830</u>	NATURE'S HIDEAWAY MASTER ASSOCIATION INC	(No Physical Address) 7324 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0840</u>	BUTCHER JULIA B & RODNEY	7333 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0850</u>	STEVENS AUGUST	7329 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0860</u>	WILSON JAMES	7325 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0870</u>	OURS KATHRYN LYNN	7321 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0880</u>	HARTMAN CHAD M & AGUILAR DOMINIQUE ESTHER	7317 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0890</u>	BORN PATRICIA A & WEEKS LOUISE	7313 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0900</u>	BOSCO FRANK A & LEPPINEN CHERRIE	7309 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0910</u>	PENNEY AARON JON	7305 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0920</u>	SINIGALLIANO SCOTT M & JANET L	7301 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0930</u>	HAGER WILLIAM & JESSICA	7229 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0940</u>	JACUSIS IRENE L C/O ANTHONY DARLAK	7225 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0950</u>	MILBOURNE SEAN & SHYLA	7221 HIDEAWAY TRL

Map	Parcel	Name	Address
X	<u>27-26-16-0020-00000-0960</u>	ROOKS STEPHEN A & JESSICA G	7217 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0980</u>	SMITH RANDALL C & LORETTA G	7209 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-0990</u>	SM DESIGN LLC	7205 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-1000</u>	RICHMOND CAROLE & CONNELLY DAVID PATRICK	7201 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-1010</u>	VAN SCHENCK PROPERTIES LLC	7129 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-1020</u>	CARVALHO CURTISS & MICHELLE	7125 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-1030</u>	PERRY THOMAS E & STACY C	7121 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-1040</u>	GALICZ STEPHEN M & BARBARA M	7117 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-1050</u>	2015B PROPERTY OWNER LLC	7120 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1060</u>	HENDRICK SUSAN	7124 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1070</u>	LUNA JORGE & MARIA	7128 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1080</u>	ROMAIN MATTHEW R & SCHILLER SOLANA	7200 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1090</u>	COMITO SEAN & DEBBIE	7204 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1100</u>	PRINCE KAREN MICHELLE	7208 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1110</u>	LAND TRUST NO 7212 DDM TRUST SERVICES LLC TRUSTEE	7212 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1120</u>	WOLLING PAUL D & KATHERINE B	7216 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1130</u>	RICHARDS BRIAN & VALERIE S	7220 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1140</u>	WILSON MARTIN E	7224 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1150</u>	TRAPPEY FRITZ LOUIS GAUTHIER & HELEN R	7228 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1160</u>	ESPARIS JUAN	7232 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1170</u>	PIUROWSKI MICHAEL J & MAUREEN M	7304 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1180</u>	LENNON DEBORAH L & TREVOR JOE	7308 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1190</u>	KENNEDY MICHAEL GREG	7312 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1200</u>	DEESE SARA M & HAMMES BRIAN J	7316 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1210</u>	WHORF RONALD	7320 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1220</u>	BEARDSLEY GEORGE & MARYAN	7324 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1230</u>	BASAGIC BRUCE E & DEBBIE	7328 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1240</u>	NEWTON ALTON CHOATE III & RHONDA	7409 HIDEAWAY TRL
X	<u>27-26-16-0020-00000-1250</u>	TINSLEY THOMAS A	7337 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1260</u>	KAISER ROBERT E & DONNA	7333 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1270</u>	GREENE JASON R & LARRISSA F	7329 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1280</u>	LACERTE TERRY R & TERRY RAE	7325 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1290</u>	WILLEY KATHRYN & DEMAS KATENA G	7321 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1300</u>	MILES MELINDA	7317 OTTER CREEK DR
X	<u>27-26-16-0020-00000-130A</u>	FARKAS TIBOR	7313 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1310</u>	HAYES STEVEN & SUZANNE VENNE	7309 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1320</u>	O'CONNOR VERONICA	7305 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1330</u>	ALLAIRE KENNETH T & LISA M	7301 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1340</u>	TYSKO KIMBERLY	7231 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1350</u>	RINALDI RALPH D & V DODY	7227 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1360</u>	CROCE JOSEPH & ADGER AMANDA KEATHLEY	7223 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1370</u>	BURNS ANGELA C	7219 OTTER CREEK DR

Map	Parcel ↕	Name	Address
X	<u>27-26-16-0020-00000-1380</u>	KARALIS JOHN C	7215 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1390</u>	MUHA JASON C	7211 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1400</u>	CAPPABIANCA TRAVIS M	7207 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1410</u>	KIRBY CRAIG & AMIE I	7203 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1420</u>	COPPIN ERIC K & RITA R	7131 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1430</u>	RICKER DAVID J & RIKCEK DAVID & DENISE	7127 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1440</u>	SPENCER LARRY ROY & WANDA EL TRICIA	7123 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1450</u>	KOENN LISA M & JOSEPH	7119 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1460</u>	FULBRIGHT JAMES P	7115 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1470</u>	KHAN JOSEPH S	7111 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1480</u>	MARZO CHRISTOPHER & JENNIFER	7107 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1490</u>	ELLENBURG TIFFANIE	7103 OTTER CREEK DR
X	<u>27-26-16-0020-00000-1500</u>	WISTNER EUGENE E & BONNIE A	7101 OTTER CREEK DR
X	<u>27-26-16-0020-49900-0000</u>	PASCO COUNTY FACILITIES MANAGEMENT DEPT	(No Physical Address) 7220 OSTEEN RD

This instrument was prepared by
and should be returned to:
Peter D. Graham, of
Mensch, Zecur & Graham, P.A.
Post Office Box 14400
St. Petersburg, Florida 33733

113.00
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DNT
TOT 113.00

DECLARATION OF RESTRICTIONS,
LIMITATIONS, CONDITIONS AND AGREEMENTS
OF
NATURE'S HIDEAWAY PHASE 1A

Declaration covering NATURE'S HIDEAWAY PHASE 1A, a sub-division of Pasco County, Florida, according to the plat thereof as recorded in Plat Book 24, Page 47 et seq., Public Records of Pasco County, Florida.

WHEREAS, MGM BUILDERS & DEVELOPERS, INC., a Florida corporation, hereinafter called "Developer" is the owner in fee simple of certain real property located in Pasco County, Florida, known by official plat designation as: NATURE'S HIDEAWAY PHASE 1A, subdivision of Pasco County, Florida, according to the plat thereof recorded in Plat Book 24, Page 47 et seq., Public Records of Pasco County, Florida.

NOW THEREFORE, for the purposes of protecting the value, attractiveness and desirability of the lots and improvements thereon constituting such subdivision, Developer hereby declares that all of the real property described above and each part thereof shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding upon all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof as provided hereinafter.

ARTICLE I

DEFINITIONS

SECTION 1. "Developer" shall mean and refer to MGM BUILDERS & DEVELOPERS, INC., a Florida corporation, its successors and assigns.

SECTION 2. "NATURE'S HIDEAWAY PHASE 1A" shall mean and refer to the subdivision described in Plat Book 24, Page 47, et seq., Public Records of Pasco County, Florida, and heretofore shall sometimes refer to as "subdivision".

SECTION 3. "Lot" shall mean and refer to any numbered lot as reflected on the plat of the subdivision as described herein intended or designated for the construction thereon of one single family residential unit.

SECTION 4. "Owner" shall mean and refer to the record owner, whether one or more persons, corporations or other legal entities, of the fee simple title to any lot which is a part of the subdivision.

SECTION 5. "Easements" shall mean that portion of the Lot or lots which has heretofore or which may hereafter be set aside by the Developer for the limited or common use by the Developer, Owners, their invitees, guests and successors for ingress, egress, utilities, sprinkler system, sewer, water, lighting, drainage, seawall maintenance, navigation, ponds, lakes, signs, and for all other purposes indicated on the plat of subdivision and as contained within this Declaration.

SECTION 6. "Association" shall mean and refer to NATURE'S HIDEAWAY PHASE IA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, which corporation has been formed for the primary purpose of enforcing the covenants contained herein and whose membership shall be comprised of all Owners of property in NATURE'S HIDEAWAY PHASE IA. Said Association shall be bound by said By-Laws.

SECTION 7. "Common Area" shall mean and refer to the property located in NATURE'S HIDEAWAY PHASE IA, which has heretofore or which may hereafter be set aside by Developer to deed to NATURE'S HIDEAWAY PHASE IA HOMEOWNERS ASSOCIATION, INC., or to the Owners as tenants in common for the common use and enjoyment of all property Owners in NATURE'S HIDEAWAY PHASE IA. Said Common Area shall contain, if said property shall be available, recreational areas, drainage areas, detention and retention ponds, landscape buffers and preservation easements and open space/passive recreation and recreation/jogging, and may also contain swimming pool, bikeway, right-of-ways, easements, licenses and other related facilities as Developer shall deem in Developer's discretion appropriate. It shall be maintained by the Association as provided for hereinafter. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described on Exhibit "A" attached hereto and made a part hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is owned by Developer and shall henceforth be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Pasco County, Florida and is legally described as follows:

See Exhibit "B" attached hereto and made a part hereof.

Said property is sometimes hereinafter referred to as "this subdivision".

ARTICLE III

PROPERTY RIGHTS

SECTION 1. Easements.

1. Utilities/Additional Easements. Easements for ingress and egress and for the installation and maintenance of utilities, drainage facilities, retention ponds, drainage swales, buffers and buffer screens, driveway cuts and open space/passive recreation and recreation/jogging are shown or may be shown on the recorded subdivision plat and if not shown will be disclosed at such times as said Developer shall deem in its discretion appropriate. There is also a blanket easement for a master water sprinkler system and television antenna system, if any, which blanket easement is not disclosed at this time in a subdivision plat but will be disclosed at such times as said Developer shall deem in its discretion appropriate. Within these Easements no structure, shrubbery, trees, bushes or other material may be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities, sprinkler system or television antenna system or which may damage, interfere with or change the direction of flow of drainage facilities and right-of-way, and such Easements, reservations and right-of-way shall be continuously maintained by the Owner of such Lot, except for improvements or maintenance, which a public authority or utility company is responsible.

O.R. 1468 PG 1339

2. Residential Unit; Structure. No residential unit or other structure of any kind shall be built, erected or

maintained on any such Easement, reservation or right-of-way, and such Easements, reservations and right-of-way shall at all times be open and accessible to the public and quasi-public utility corporations, their employees and contractors and shall also be open and accessible to the Developer, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under and above such locations to carry out any of the purposes for which such Easements, reservations and rights of entry are reserved.

SECTION 2. Canal Set-back Requirement. No structure, wall, fence or screened enclosure may be erected or placed within the area from the canal ten (10) feet landward, and all forms of landscaping in those areas must receive the prior written approval of the Board of Directors.

ARTICLE IV

MEMBERSHIP IN ASSOCIATION: VOTING RIGHTS

SECTION 1. Membership. The Developer and/or persons hereinafter owning Lots in the subdivision, whose interests are evidenced by the recordation of proper instruments among the Public Records of Pasco County, Florida, shall automatically be members of the Association. Membership shall automatically terminate when such persons divest themselves of their respective interests in said Lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to assessment by Association.

SECTION 2. Voting. The vote required for the passage of any particular issue, which shall be the proper subject of a vote by the members of the Association, shall be that number as set forth in the Articles of Incorporation and By-laws of NATURE'S HIDEAWAY PHASE 1A HOMEOWNERS ASSOCIATION, INC., as the same may be amended from time to time.

SECTION 3. Board of Directors of the Association. The Directors of the Association shall be elected as provided in the By-laws of the Association.

SECTION 4. In order to establish, protect and preserve the quality of this subdivision no Lot shall be sold, conveyed, leased, rented, given or in any other manner transferred to anyone unless and until all violations of the restrictions, limitations, conditions and agreements stated forth herein have been cured by the Owner. Any deed, lease or other conveyance of any interest in said property directly or indirectly (other than by will or judicial proceedings) in violation of this covenant shall be voidable by the Association or Developer.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of Lien and Personal Obligation For Assessments. The developer for each Lot owned within the subdivision hereby covenants and each Owner of one or more Lots by acceptance of a deed therefor, whether or not it shall be so expressly stated in such deed or deeds, unconditionally covenants and agrees to pay to the Association:

- (a) annual assessments or charges; and

(b) special assessments for capital improvements, whether payable monthly, quarterly, or annually. Each of the aforementioned assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person or entity who was the owner of record of the property described in the assessment on the date when the assessment became due and payable. The personal obligation for delinquent assessments shall not pass to the successors in title of the record owner on the date when the assessment became due and payable unless expressly assumed by the record owner's transferee.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to:

- (a) promote the recreation, health, safety and welfare of the members of the Association who own property and/or reside in the subdivision;
- (b) provide for the improvement and maintenance of the common areas;
- (c) pay for the cost of the annual master lawn and garden maintenance contracts;
- (d) pay for the cost of the enforcement of the covenants, conditions, restrictions and agreements stated forth herein;
- (e) pay for the cost of the maintenance, operation, repair and replacement of the master water sprinkler system, light system and television antenna system, if any is contracted;
- (f) pay for the monthly electrical, television and water charges or any other charges resulting from services provided by the Developer or the Association;
- (g) pay for the cost of the maintenance, operation, repair and replacement of the swimming pool and related facilities; and
- (h) create a reserve account, if the Board of Directors decides to establish such an account, for capital expenditures, deferred maintenance of common and common areas and other purposes as decided by the Board of Directors.

The Board of Directors is hereby empowered to prepare and submit to the Association an annual budget for its approval, and based thereon to determine the amount of the annual assessment from year to year.

The Association may acquire and pay for out of the annual budget certain items of service which may include, but may not be limited to, the following:

- (a) master lawn and shrubbery maintenance contract;
- (b) maintenance and operation of master water sprinkler system, lighting and television antenna system, if any;
- (c) patrolling of the subdivision by security guards;
- (d) water and electricity charges relating to master water sprinkler system and master television antenna system, if any;

(e) electricity and bulbs to maintain street lights for the subdivision or assessments made by the Taxing Authority under any Lighting District established by the Developer or Association or owned by the members of the Association;

(f) paving and cleaning of the ingress and egress Easement shown on the plat of the subdivision;

(g) roadway, sidewalk maintenance and repair and replacement;

(h) any and all legal fees, audit fees and miscellaneous management fees 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 of the Association for the benefit of the Owners or for the enforcement of these restrictions;

(i) maintenance, operation, repair and replacement of the swimming pool and related facilities, if any; and

(j) cost of any other services contracted for by the Association or Developer on behalf of the Owners.

The reserve account, if any, may be used to supplement the annual assessment or special assessment for capital improvements if in the opinion of the Board of Directors said assessments are not sufficient to pay for all services and capital improvements which benefit the members of the Association.

SECTION 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association through its Board of Directors may levy in any "assessment year", which shall be the same as the Association's fiscal year, a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repaving, repair or replacement of streets, sidewalks, walkways or other improvements within the Easement areas provided that any such assessment shall have the assent of fifty-one percent (51%) of the votes of all of the Lot Owners who are voting in person or by proxy at a special meeting duly called for this purpose.

SECTION 4. Rate of Assessment. In regard to the obligation of the Association to maintain the premises as provided in Article V herein, the Association shall have the right and power to:

(a) contract with a maintenance company to carry out the maintenance obligations as set forth in Article V hereinabove;

(b) assess each member a pro-rata share of the total obligation of the Association which is secured by the member's personal obligation as evidenced by the individual member's acceptance of the deed for his individual Lot.

SECTION 5. Uniformity. Both annual and special assessments must be fixed at a uniform rate for all Lots.

1. **Annual Assessment.** The basis for determining the annual assessment will be the estimated cost of each item of service provided for the benefit of the Association as reflected upon the Association's books in accordance with the services to be provided to the Owners as set forth hereinabove in Article V,

Section 2, taking into account the annual amount of the reserve account, if any, which will be used to supplement the annual budget.

A. Payment. Each Owner shall be assessed and shall pay a pro-rata share of the total amount of the assessment necessary to maintain the annual budget which will provide the funds necessary for the services as set forth hereinabove in Section 2. Each Owner shall owe his pro rata share of the annual assessment on the first day of the assessment year.

B. Costs. Costs shall include those items of services set forth in Section 2 of Article V.

2. Special Assessments. The basis for determining the special assessment shall be the actual cost of each item of construction, reconstruction, repaving, repair or replacement of a capital improvement within the Easement areas and Common Area. Each Owner shall be assessed and shall pay a pro-rata share of the total amount of the assessment necessary for capital improvements as set forth hereinabove in Section 3, the schedule for payment of which shall be set forth according to an annual budget to be maintained as provided for hereinafter.

SECTION 6. Annual Assessments; Due Dates. The Board of Directors shall fix the amounts of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, and written notice of the annual assessment shall be sent to every Owner subject thereto. Payment dates shall be established by the Board of Directors and may be collected on a monthly, quarterly, or other periodic basis. The Association shall upon demand and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. The Association may delegate to and contract for collection of the assessments of the Association.

SECTION 7. Subordination of the Lien of Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage securing an indebtedness owed by the Developer or Owner. An institutional first mortgage referred to herein shall be a mortgage upon a single Lot granted to and owned by a bank, savings and loan association or insurance company. Should any institution secured by such a first mortgage acquire title by conveyance in lieu of foreclosure, then so long thereafter as such institutional mortgagee shall hold title to said Lot, the first mortgagee shall pay its pro-rata share of the annual and special assessments as provided for herein. The sale or transfer of any Lot pursuant or subsequent to a foreclosure or proceeding in lieu thereof shall extinguish the personal obligation of the Owner who was the Owner of record prior to said foreclosure or proceeding in lieu thereof.

SECTION 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal contract rate per annum allowed by Florida Law, together with all costs of collection including, but not limited to, reasonable attorney's fees incurred at the trial and appellate levels. The Association or Developer may at its election bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot. This lien shall be superior to any homestead right of the Owner and the Owner expressly waives any right of homestead under Florida Law and the Florida Constitution so that either the Developer or the Association can enforce its lien right through a foreclosure proceeding.

SECTION 9. Budget. The Association shall assess its members annually a pro-rata share of a sum sufficient to maintain the annual budget adopted from year to year by the Association through its Board of Directors, and each and every assessment shall be payable to the Association in accordance with and subject to the terms, covenants and conditions of the Declaration, the Articles and the By-laws of the Association and Section 5(a)(1) herein. Each Owner's pro-rata share of the first budget of the Association and/or any special assessment levied by the Association shall be no greater than One Hundred Eighty Dollars (\$180.00) per annum, and the Developer shall guarantee payment of actual costs in excess thereof to the Association during said initial Twenty-Four (24) month period.

ARTICLE VI

MAINTENANCE

SECTION 1. Maintenance and Repair by Association. In the event that any Owner shall fail or refuse to maintain his lot or improvements situate on said lot in full compliance with these restrictions, the Association shall have the right to take remedial action to correct any such deficiencies. Such right shall include the right of reasonable access to the premises, and such entry by the Association and its duly authorized agents shall not be deemed to be a trespass. The expense of any such repairs or maintenance shall be chargeable to and paid by said Owner to the Association within thirty (30) days after submission of a bill therefor. In the event it is necessary for the Association to obtain a court order from a court of competent jurisdiction to allow the Association to make said repairs or to force the Owner to make said repairs, then in that event the Owner shall pay all court costs, including reasonable attorney's fees incurred at the trial and appellate levels. The expenses of any such repairs or maintenance, court costs and attorney's fees shall bear interest at the maximum legal rate allowed by Florida Law commencing from the date of said expenditure, and the expense of any such repairs or maintenance, together with court costs, attorney's fees and interest, shall become part of the lien rights of the Association as hereinafter described.

SECTION 2. Lien Rights of Association. In the event of Owner's failure or refusal to pay such expense, the Association or Developer shall have the right to file a lien against the property. Said lien shall be filed in the Public Records of Pasco County, Florida, and a copy thereof mailed to such Owner at his last known mailing address. If such lien is not paid within ten (10) days after the filing thereof, the Association shall have the right to foreclose the same in the same manner as a mortgage or mechanics lien foreclosure or in such other manner as may be permitted by law. In addition to recovery of such expenses, the Association shall be entitled to recover from the Owner of said Property all costs, including reasonable attorney's fees, incurred in connection with the preparation and bringing of such foreclosure proceedings, and all such costs and fees shall be secured by said lien.

ARTICLE VII

ARCHITECTURAL CONTROL

Necessity of Architectural Review and Approval. No additional improvement or structure of any kind, including, without limitation, any building, fence, wall, screen enclosure, water or sewer line, drain, mailbox, solar energy device, decorative building, landscaping, landscape device or object, or other

improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to and approved in writing by the Board of Directors. All plans and specifications and designs shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography. Furthermore, refusal of approval of design, plans and specifications by the Board of Directors may be based upon any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Board of Directors shall seem sufficient.

ARTICLE VIII

RESTRICTIONS

SECTION 1. Residential Use. The property subject to these covenants and restrictions may be used for residential living units and for no other purpose. Notwithstanding the foregoing, Developer shall have the right from time to time to permit the construction of model homes in this subdivision and also to erect and maintain temporary sales and construction offices and to store supplies and construction materials in this subdivision.

SECTION 2. No Trailers or Temporary Buildings. No tents, trailers, shacks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the written consent of the Board of Directors. However, the Developer shall have the right to maintain a temporary sales office and construction trailers so long as any houses remain unsold.

SECTION 3. Boats, campers, recreational vehicles, trucks and vans shall be allowed provided they are not over twenty feet (20') long and are parked in the driveway. In no case will blocking of sidewalks be permitted. No parking of any vehicle or boat will be allowed on the grass. No semi-tractor trailers or cabs or heavy commercial trucks will be allowed. No maintenance or repairs may be performed upon any boat or motor vehicle on any Lot, except for minor emergency repairs or where such repairs are made within the garage where such vehicle is totally screened from public view. However, the Developer shall have the right to park construction vehicles and equipment so long as any lots remain unsold by the Developer (on any Lot). The garage doors must remain in a closed position except when in operation.

SECTION 4. Artificial Vegetation and Additional Paving. No artificial grass, plants, stones, or additional paving or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Board.

SECTION 5. Nuisances. Nothing shall be done or permitted to be done or maintained, or failed to be done, on any Lot which may be or become an annoyance or nuisance to the neighborhood, including, without limitation, the following:

1. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or on the Common Area. However, dogs, cats and other customarily kept house pets may be kept on Lots subject to such rules and regulations as may be adopted by the Board of Directors so long as they are not kept, bred or maintained for commercial or business purposes. All animals shall be kept within the property boundaries of each Lot and on a leash when out of said boundaries. The Owner shall be responsible for removal of any waste material

deposited by an animal inside or outside the property boundary of each Lot.

2. Trades. No manufacturing, trade, business, commerce, industry, profession or any other occupation whatsoever shall be conducted or carried on or upon any Lot or any part thereof or in any building or other structure erected thereon, except for the business of the Developer while the Developer still owns any Lot in the subdivision. Furthermore, no hobby, game or sport shall be engaged in by the owner, his invitees or guests which shall result in loud, obnoxious or offensive noises.

SECTION 6. Obnoxious or Offensive Activities. No obnoxious or offensive activities or nuisances shall be carried on, in or about any Lot or Common Area.

SECTION 7. Boarding up Residential Unit. Houses may be boarded up only during the time of imminent threat of storm, but in no event shall remain boarded up for periods beyond the threat of storm.

SECTION 8. Resolution of Disputes. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of the Association, which shall render a decision in writing, and such decision shall be dispositive of such dispute or question.

SECTION 9. Signs. No sign of any kind shall be displayed to the public view on any Lot except by the Developer during the course of construction of improvements and while any completed residential unit is for sale or being used as a model home by the Developer.

SECTION 10. Underground Wiring. No lines or wires for communication or the transmission of electricity shall be constructed, placed or permitted to be placed upon any Lot unless contained in conduits or placed and maintained underground.

SECTION 11. Sidewalks, Walkways and Driveways. Owner shall maintain, replace and repair the sidewalks, walkways and driveways installed by the Developer. Said construction must be in conformity with the original installation of the sidewalks using materials of similar quality. The owner shall not paint, color, dye or deface the surface of the sidewalks and driveways in any manner whatsoever.

SECTION 12. Enclosures. No owner shall place screens, jalousies or other enclosures on balconies or other parts of a Lot without prior written approval of the Board.

SECTION 13. Air-conditioning - Fans. No window air-conditioning units or window fans shall be installed in any residential unit without the approval of the Board. In no case will roof turbine vents be permitted.

SECTION 14. Outside Appearance. No rugs or mats shall be shaken or hung from or on any of the windows, doors, deck railings or balconies. Temporary clothes lines will be permitted if not visible from the street and if they are taken down after each use. Retractable cable clothes lines are the only type permitted.

SECTION 15. Leases. To preserve the neighborhood character of the subdivision, no Owner may lease his Lot for less than a thirty (30) day period. The tenant will be bound by the rules and regulations of the Association, and it will be the responsibility of the Owner to provide the tenant with a copy of these restrictions and all other rules and regulations pro-

mulgated by the Association. The Owner shall be responsible for the conduct and actions of his tenant.

SECTION 16. Damages. Owners of respective Lots shall be directly financially responsible to the Developer or to the abutting Lot Owners or Association for damage to the utilities, sewer, water and drainage systems installed by the Developer resulting from the actions of said Owners or independent contractors furnishing labor or materials to or for said Owners. In the event the Developer or the abutting Owner or Association must repair or replace any utilities, including sewer, water, drainage system, electrical, telephone lines, sod, sidewalks, paving, shrubbery, trees, fences or other improvements as a result of the actions of any Owner or independent contractor furnishing labor or materials to and for said Owner, then in that event, said Owner shall pay for the cost of said repair or replacement of said damaged property within ten (10) days from the date of demand by the Developer or abutting Owner who has been damaged or the Association, and the cost of said repair or replacement, including labor and materials shall bear interest at the maximum legal rate allowed by law in the State of Florida from the date of the expenditure for said replacement or repair. In the event the Association advances funds on behalf of said Owner for repair and replacement of said damaged property, said amount, together with interest, court costs and attorney's fees, shall be included in the lien right of the Association under Article V, Section 1 herein.

SECTION 17. T.V. ANTENNAS/HAM RADIO ANTENNAS/SATELLITE DISHES. No Ham Radio Antennas will be permitted. Satellite dishes will be permitted only if located in the rear yard and enclosed within a six (6) foot wood fence and not visible above the top of the fence. T.V. antennas will be permitted but must be attached to the garage side of the home and may not be more than five (5) foot above the ridge line of the garage side roof.

SECTION 18. USE OF WATERWAY. Only canoes, rowboats, sailboats or electric driven motor are allowed on the waterways.

ARTICLE IX

UTILITY AND DRAINAGE EASEMENTS

Developer hereby reserves for itself, its successors and assigns for the Association the Easements as described on the subdivision plat, together with additional Easements not shown on the subdivision plat, which Easements shall be a blanket easement for the sprinkler system, if any; television antenna system, if any, and for a drainage system, if any, and any additional items which the Developer may construct at Developer's discretion.

ARTICLE X

RESUBDIVIDING

No Lot or contiguous group of Lots shall ever be resubdivided or replatted in any manner which would bring about a greater number of Lots than that shown on the plat of this subdivision for the same area.

ARTICLE XI

LOT LINE ADJUSTMENT

In the event any encroachment exists as a result of deviations in the plans and specifications during construction,

the Developer retains the right to amend the subdivision plat by making lot-line adjustments to remove said encroachments which amendment may be done without the written joinder of any of the Owners.

ARTICLE XII

MODIFICATION AND AMENDMENT

Developer hereby reserves the right to enter into agreements with the grantee of any Lot without the consent of the grantees of other Lots to modify these conditions, restrictions, limitations and agreements herein set forth which refer to set-back lines, square footage content, areas of improvement, Easements, underground wiring, building plans, signs, maintenance of parkways, screening of equipment, and any such deviation or variance shall be evidenced by an agreement in writing. Such variance shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining Lots in this subdivision, and the same shall remain fully enforceable as to all other Lots located in this subdivision by the Developer, its successors or assigns and the grantees of other Lots, except as against the Lot where such deviation is permitted. The Developer reserves the right to add additional restrictions in the conveyance of title to any Lot or Lots in this subdivision.

ARTICLE XIII

ASSIGNMENT BY DEVELOPER

Developer may assign any and all of its rights, title, interest, powers, duties, obligations and privileges reserved hereunder to NATURE'S HIDEAWAY PHASE 1A HOMEOWNERS ASSOCIATION, INC., or to any other corporation, association or person.

ARTICLE XIV

MASTER ASSOCIATION AND MASTER ASSOCIATION RESTRICTIONS

SECTION 1. Membership. Each Owner of a Lot automatically becomes member of NATURE'S HIDEAWAY MASTER ASSOCIATION, INC. ("Master Association"), which is the Master Association governing all residents of the NATURE'S HIDEAWAY PHASE 1A. Such membership is in addition to the Owner's automatic membership in the Association, as provided in this Declaration. As a member of the Master Association, each Owner shall be subject to its Articles of Incorporation, By-laws and rules and regulations in effect from time to time.

SECTION 2. Restrictions. In addition to this Declaration, each Lot is subject to the terms and conditions of the Master Declaration of Covenants, Conditions and Restrictions for NATURE'S HIDEAWAY, as recorded in the Public Records of Pasco County, Florida. Pursuant to said Restrictions, assessments are due and charges are levied by the Master Association, payment of which is secured by a lien on each Owner's Lot. By acceptance of a deed or otherwise acquiring title to a Lot, the Owner thereof agrees to abide by the provisions of the beforementioned Restrictions, and to uphold his responsibilities and obligations as a member of the Master Association, including the payment of such assessments, dues and charges.

ARTICLE XV

GENERAL PROVISIONS

SECTION 1. Duration. The covenants and restrictions of this Declaration shall run with the title to the Property and shall inure to the benefit of and be enforceable in accordance with its terms by the Developer, the Association or the Owner of any property subject to this Declaration, and their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date hereof, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots in this subdivision shall have been recorded agreeing to change or terminate said covenants and restrictions in whole or in part; provided, however, so long as the Developer owns any Lot in the subdivision there shall be no amendments without the Developer's joinder and consent.

SECTION 2. Notice. Any notice required to be sent to any member or Owner under the terms and provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

SECTION 3. Remedies for Violation. The violation or breach of any condition, covenant or restriction herein contained shall give the Developer, the Association or any Owner, in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the Owner of the property alleged to be in violation, provided such proceeding results in finding that such Owner was in violation of said covenants or restrictions. Such expenses of litigation shall include reasonable attorney's fees incurred by Developer or the Association in seeking such enforcement at the trial and appellate levels.

SECTION 4. Severability. Invalidity of any one of these covenants and restrictions by Stipulation, Agreement, Judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 5. Amendment. This Declaration may be amended at any time and from time to time upon the execution and recording of an instrument executed by Owners holding not less than seventy-five (75%) of the voting interest of the membership; provided, however, that so long as Developer is the Owner of any Lot or property affected by this Declaration, no amendment will be effective without Developer's express written joinder and consent.

SECTION 6. Usage. Whenever used herein the singular shall include the plural and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Developer has caused these pre-

100 large deeds

sence to be executed by its undersigned duly authorized officers,
the day and year first above written.

ATTEST:

MGM BUILDERS AND DEVELOPERS, INC.

SR Gordon
Steven R. Gordon, Secretary

By: Joseph Masri
Joseph Masri, President

STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

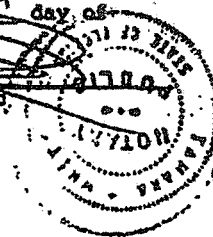
BEFORE ME, the undersigned authority, personally
appeared JOSEPH MASRI, the President of MGM BUILDERS AND
DEVELOPERS, INC., to me well known and known to me to be the per-
son described in and who executed the foregoing Declaration of
Restrictions, Limitations, Conditions and Agreements and he
acknowledged to and before me that he executed same for the pur-
poses therein expressed.

WITNESS my hand and official seal this 8th day of
August, 1985.

Notary Public

My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires Sept. 21, 1988



Tract "A" and Tract "B" of NATURE'S HIDEAWAY PHASE 1A,
as recorded in Plat Book _____, pages _____ through
_____ of the Public Records of Pasco County, Florida.

O.R. 1468 PG 1351

EXHIBIT "A"

Commence at the Southwest corner of Section 27, Township 26 South, Range 16 East, Pasco County, Florida; thence S.89°-31'-46"E., 70.00 feet, along the South boundary of said Section 27 to a point on the East right-of-way line of Seven Springs Boulevard extension as recorded in Official Record Book 1037, pages 1225 through 1227 of the Public Records of Pasco County, Florida; thence N.00°-36'-45"E., 800.00 feet, along said East right-of-way line to the Point of Beginning; thence continue N.00°-36'-45"E., 80.00 feet, along said East right-of-way line; thence S.89°-23'-15"E., 300.00 feet; thence N.00°-36'-45"E., 105.72 feet; thence S.89°-23'-15"E., 106.15 feet; thence N.29°-28'-36"E., 455.01 feet; thence S.89°-23'-15"E., 1074.20 feet; thence S.00°-36'-45"W., 150.00 feet; thence S.89°-23'-15"E., 65.00 feet; thence N.00°-36'-45"E., 150.60 feet; thence S.89°-23'-15"E., 327.33 feet; thence S.24°-23'-15"E., 443.14 feet; thence S.65°-36'-45"W., 422.07 feet; thence N.89°-23'-15"W., 312.08 feet; thence N.66°-03'-06"W., 25.23 feet; thence N.89°-23'-15"W., 87.28 feet; thence along a curve to the left that has a radius of 292.74 feet, an arc length of 45.77 feet, a chord length of 45.72 feet, a chord bearing of N.05°-05'-30"E.; thence N.00°-36'-45"E., 54.42 feet; thence N.89°-23'-15"W., 50.00 feet; thence S.00°-36'-45"W., 54.42 feet; thence along a curve to the right that has a radius of 242.24 feet, an arc length of 45.84 feet, a chord length of 45.79 feet, a chord bearing of S.06°-01'-27"W., thence N.89°-23'-15"W., 80.68 feet; thence S.69°-42'-57"W., 28.04 feet; thence N.89°-23'-15"W., 798.08 feet; thence along a curve that has a radius of 213.29 feet, an arc length of 50.83 feet, a chord length of 50.71 feet, a chord bearing of N.23°-10'-21"W., thence N.30°-00'-00"W., 33.26 feet; thence S.69°-00'-00"W., 108.04 feet; thence along a curve to the right that has a radius of 173.76 feet, an arc length of 92.84 feet, a chord length of 91.74 feet, a chord bearing of S.75°-18'-23"W., thence N.89°-23'-15"W., 300.00 feet, to the Point of Beginning. Containing 22.748 acres, more or less.

EXHIBIT "B"

O.R. 1488 PG 1352

State of Florida



Department of State

I certify that the attached is a true and correct copy of the
Articles of Incorporation of NATURE'S HIDEAWAY
PHASE IA HOMEOWNERS ASSOCIATION, INC.,
a corporation organized under the Laws of the State of Florida,
filed on November 4, 1985, as shown by the records of this
office.

The document number of this corporation is N11894.



CER-101

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
5th day of November, 1985.

George Firestone
Secretary of State

O.R. 1468 PG 1353

FILED

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

NATURE'S HIDEAWAY PHASE 1A HOMEOWNERS ASSOCIATION, INC.

We, the undersigned, hereby associate ourselves together for the purpose of forming a corporation not for profit under the laws of the State of Florida, and certify as follows:

ARTICLE I

The name of this corporation shall be:

NATURE'S HIDEAWAY PHASE 1A HOMEOWNERS ASSOCIATION, INC.

ARTICLE II

The purpose of this non-profit corporation shall be to function as the "Association" for the operation of NATURE'S HIDEAWAY PHASE 1A to be created pursuant to the provisions of the Declaration of Restrictions, Limitations, Conditions and Agreements, and as such, to operate, administer and carry out the functions and duties of the said subdivision pursuant to said Declaration of Restrictions, Limitations, Conditions and Agreements.

The Corporation shall have all of the common law and statutory powers of a corporation not for profit and all of the powers granted to it by the Declaration of Restrictions, Limitations, Conditions and Agreements and any Exhibits annexed thereto.

ARTICLE III

All persons who are owners of lots within said subdivision shall automatically be members of this Corporation, and membership shall automatically terminate when a person is no longer the owner of a lot. Membership in this Corporation is exclusively limited to such lot owners.

Subject to the foregoing, admission to and termination of membership shall be governed by the Declaration of Restrictions, Limitations, Conditions and Agreements that shall be filed for said subdivision among the Public Records of the county in which the subdivision is located. Until the Declaration of Restrictions, Limitations, Conditions and Agreements is recorded and the property and improvements are submitted to a plan of subdivision ownership, the Corporation's membership shall consist of the subscribers to these Articles, each of whom shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

ARTICLE IV

This Corporation shall have perpetual existence.

ARTICLE V

The names and addresses of the Subscribers to these Articles of Incorporation are:

<u>Name</u>	<u>Address</u>
Steven R. Gordon	5191 Seven Springs Boulevard New Port Richey, FL 33552
Daniel Masri	5191 Seven Springs Boulevard New Port Richey, FL 33552
Joseph Masri	5191 Seven Springs Boulevard New Port Richey, FL 33552

ARTICLE VI

The Corporation shall be managed and governed by a Board of Directors composed of the number of persons specified in the By-Laws, which shall not be less than three (3). The directors shall be elected at the annual meeting of the membership as set forth in the By-Laws. Directors are not required to be members of this Corporation. The persons who are to serve as the first Board of Directors until the first election of directors pursuant to the Declaration of Restrictions, Limitations, Conditions, Agreements and the By-laws are:

<u>Name</u>	<u>Address</u>
Steven R. Gordon, President	5191 Seven Springs Boulevard New Port Richey, FL 33552
Daniel Masri, Vice President	5191 Seven Springs Boulevard New Port Richey, FL 33552
Joseph Masri, Secretary/Treasurer	5191 Seven Springs Boulevard New Port Richey, FL 33552

ARTICLE VII

The principal officers of the Corporation shall be a President, a Vice President and a Secretary/Treasurer, who shall be elected in the manner set forth in the By-laws. Other officers may be provided for in the By-Laws. Officers are not required to be members of this Corporation. The officers who are to serve until the first election of officers pursuant to the Declaration of Restrictions, Limitations, Conditions and Agreements and the By-Laws are:

<u>Name</u>	<u>Address</u>
Steven R. Gordon, President	5191 Seven Springs Boulevard New Port Richey, FL 33552
Daniel Masri, Vice President	5191 Seven Springs Boulevard New Port Richey, FL 33552
Joseph Masri, Secretary/Treasurer	5191 Seven Springs Boulevard New Port Richey, FL 33552

ARTICLE VIII

The By-Laws shall initially be adopted by the first Board of Directors. They may thereafter be amended in the manner by which the By-Laws provide for amendments.

ARTICLE IX

Amendments to these Articles of Incorporation may be proposed by a majority vote of the Board of Directors or by members of the corporation owning a majority of the lots administered hereby. Proposed amendments shall be transmitted to the President or some other officer in his absence, who shall call a special meeting of the members of the Corporation to be held from fourteen (14) to thirty (30) days after receipt of the proposed amendments, unless a later date is specified in the proposed amendments. The Secretary shall give written notice of the meeting to each member stating the time and place of the meeting and the nature of the proposed amendments. Written waiver of notice may be given by any member either before or after the holding of the meeting, which waiver shall be equivalent to the giving of notice to the member. Proposed amendments shall become effective when approved by a majority of the entire membership of the Board of Directors and not less than seventy-five percent (75%) of the votes of the entire membership of the Corporation. Amendments which are approved shall then be transcribed and certified in the form necessary to file them with the Department of State. Upon approval by that Department, a certified copy of the amendments shall be recorded in the Public Records of the county wherein the lot is located.

ARTICLE X

No dividends shall be paid to the directors, officers or members of the Corporation, but compensation for services rendered may be paid to employees, agents, members, directors or officers. Any excess of receipts over disbursements shall be retained for application to future expenses and expenditures.

The Corporation shall issue no shares of stock of any kind or nature.

ARTICLE XI

The Registered Agent and office of this Corporation are:

Richard L. Mensh, Esquire
5200 Central Avenue
St. Petersburg, FL 33707

IN WITNESS WHEREOF the subscribers have affixed their signatures on the 8th day of August, A.D., 1985.


Steven R. Gordon


Daniel Masri


Joseph Masri

STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

Before me personally appeared STEVEN R. GORDON, DANIEL MASRI and JOSEPH MASRI, to me well known and known to me to be the persons described in and who executed the foregoing, and acknowledged their execution thereof to be of their own free will and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 27 day of
August, 1985


Notary Public

My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires Sept. 23, 1988

ACKNOWLEDGEMENT

Having been named to accept service of process for the
stated Corporation, at the place designated herein, I hereby
accept to act in this capacity and agree to comply with the pro-
visions of the Florida Statutes relative to keeping open said
office and acting as Registered Agent.


Richard D. Marsh
Registered Agent

BY-LAWS

OF

NATURE'S HIDEAWAY PHASE IA HOMEOWNERS ASSOCIATION, INC.ARTICLE INAME AND LOCATION

The name of the Corporation is Nature's Hideaway Phase IA Homeowners Association, Inc., hereinafter referred to as "Association". The initial registered office of the Association shall be located at 5200 Central Avenue, St. Petersburg, Florida, but meetings of members and directors may be held at such places within the State of Florida, as hereinafter provided.

ARTICLE IIDEFINITIONS

The terms as used herein shall have the same meanings as set forth in the Declaration of Restrictions, Limitations, Conditions and Agreements of Nature's Hideaway Phase IA, hereinafter referred to as the "Declaration".

ARTICLE IIIMEETING OF MEMBERS

SECTION 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association or not later than thirty (30) days after fifty-one percent (51%) of the Lots have been sold, whichever occurs first. Subsequent regular annual meetings of the Members shall be held on the second Wednesday of June of each year thereafter at the time and place in Pasco County, Florida, as established by the Board of Directors. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

SECTION 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors or upon written request issued pursuant to a vote of one-fourth (1/4) of all the voters appurtenant to each class of Lots.

SECTION 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by or at the direction of the secretary or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least fourteen (14) but not more than thirty (30) days before such meeting to each Member entitled to vote thereat addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting the purpose of the meeting. If the matter of a special assessment or a vote on a matter specified in the Declaration is to be taken up at a regular meeting, the notice shall give the particulars of said proposed matter.

SECTION 4. Quorum. The presence at the meeting of Members entitled to cast or of proxies entitled to cast sixty

percent (50%) of the votes appurtenant to each class of Lots shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum as aforesaid shall be present or be represented.

SECTION 5. Proxies. At all meetings of Members the vote appurtenant to each Lot may be cast in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. All proxies and written designations of the voter's representative, as required by the Declaration, shall be filed with the Secretary at least two (2) days prior to a regular or special meeting.

ARTICLE IV

DIRECTORS

SECTION 1. Qualification. The Directors shall be elected from among the record owners of Nature's Hideaway Phase IA, except the initial Board of Directors as designated in the Articles of Incorporation can be other than record owners.

SECTION 2. Number and Term. The number of Directors who shall constitute the whole Board of Directors shall be three (3) and shall be elected in accordance with Section 1 of this Article. There shall be three classes of Directors, to be known as Class 1, Class 2 and Class 3, respectively, with one Director in each class. The name and post office address of each of the initial Directors and the class to which he belongs are as follows:

<u>NAME</u>	<u>CLASS</u>	<u>ADDRESS</u>
Joseph Masri	1	5191 Seven Springs Boulevard New Port Richey, FL 33552
Steve R. Gordon	2	5191 Seven Springs Boulevard New Port Richey, FL 33552
Daniel Masri	3	5191 Seven Springs Boulevard New Port Richey, FL 33552

The term of office of Class 1 Director named above shall expire at the first annual meeting, the term of office of Class 2 Director shall expire at the second annual meeting and the term of office of Class 3 Director shall expire at the third annual meeting. Upon expiration of the terms of office of the Directors as classified above, their successors shall be elected for the term of three years each, so that one-third (1/3) of the number of Directors of the Corporation shall be elected annually. At least one of the Directors elected shall be a resident of the State of Florida and a citizen of the United States.

SECTION 3. Vacancy and Replacement. If the office of any Director (or Directors) becomes vacant by reason of death, resignation, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a Special Meeting of Directors duly called for this purpose shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

SECTION 4. Removal. Any Director may be removed from the Board with or without cause by a vote of a majority of votes

3 yrs staggered

entitled to be cast as provided in Article IV, Section Two, of the Declaration at a regular or special meeting of the membership.

ARTICLE V

MEETINGS OF DIRECTORS

SECTION 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice at such place and hour as may be fixed from time to time by resolution of the Board, except as hereinafter provided. Should said meeting fall upon a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday. During the first year of the Association's existence, the Board shall not have regular meetings, but shall have only special meetings.

SECTION 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two directors after not less than three (3) days' notice to each director.

SECTION 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 1. Powers. The Board of Directors shall have power, including but not limited to:

(a) adopt and publish rules and regulations governing the use of the Common Area and/or Common Facilities and the personal conduct of the Members thereon and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the Common Facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed thirty (30) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors, unless excused by the President;

(e) enter into a Management Contract to provide maintenance and service to the Common Area and Common Facilities;

(f) establish, levy and assess and collect assessments or charges referred to in Article V of the Declaration;

(g) call special meetings when the provisions of Article III, Section 2, herein are complied with; and

(h) retain services of an attorney and a certified public accountant.

SECTION 2. Duties. It shall be the duty of the Board of Directors, including but not limited to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such statement is requested in writing issued pursuant to a vote of one-fourth (1/4) of all the votes appurtenant to each class of Lots;

(b) supervise all officers, agents and employees of this Association and to see that their duties are properly performed;

(c) as more fully provided in Article VI of the Declaration, to:

(1) fix the amount of the annual assessment against each Lot as set out in Article V of the Declaration;

(2) send written notice of each assessment to every Owner subject thereto at least ten (10) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue or to cause an appropriate officer to issue upon demand by any person a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on real and personal property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area and Common Facilities to be maintained.

ARTICLE VII

OFFICERS

SECTION 1. Executive Officers. The executive officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected annually by the Board and all of whom shall be Members of the Association. As provided in this Article and the Articles of Incorporation, the offices of Secretary and Treasurer may be united in one (1) person.

SECTION 2. Election. The Board of Directors at its first meeting after each annual Members' meeting shall elect a President, a Vice President, a Secretary and a Treasurer.

SECTION 3. Term. The officers of the Association shall hold office until their successors are chosen and qualify in

their stead. Any officer elected by the Board of Directors may be removed for cause at any time by the affirmative vote of a majority of the whole Board of Directors.

SECTION 4. The President.

1. The President shall be the chief executive officer of the Association, shall preside at all meetings of the Members and Directors, shall be ex officio member of all standing committees, shall have general and active management of the business of the Association and shall see that all orders and resolutions of the Board are carried into effect.

2. The President shall execute bonds, mortgages, and other contracts requiring a seal under the seal by the Association, except where the same is required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to other officers or agents of the Association.

SECTION 5. The Vice President. The Vice President shall in the absence of the President assume the power and responsibility of the President.

SECTION 6. The Secretary. The Secretary shall issue notices of all Board of Directors' meetings and all meetings of the Owners, shall attend and keep the minutes of the same, shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer, and shall have custody of the seal of the Association.

SECTION 7. The Treasurer. The Treasurer shall have the following duties:

(a) Keep custody of the Association funds and securities, keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect and account for each Lot in the manner required by the Declaration.

(b) Disburse the funds of the Association as may be ordered by the Board or the Members in accordance with these By-laws, making proper vouchers for such disbursements, and render to the President and Board of Directors at the regular meeting of the Board, or whenever so requested, an account of all of his transactions as Treasurer and of the financial condition of the Association.

(c) Collect the assessments and promptly report the status of collections and of all delinquencies to the Board.

(d) Perform all other duties incident to the office of Treasurer.

SECTION 8. Vacancies. If the office of any Director or of the President, Vice President, Secretary, Treasurer or one or more becomes vacant by reason of death, disqualification or otherwise, the remaining Directors by a majority vote of the Directors of the whole Board provided for in these By-laws may choose a successor or successors who shall hold office for the unexpired term.

ARTICLE VIII

MEMBERSHIP

SECTION 1. Transfers. Transfers of membership shall be made on the books of the Association, and notice of acceptance of such transferee as a Member of the Association shall be given in writing to such transferee by the President and Secretary of the Association. The transferor, in such instance, shall automatically cease to be a Member of the Association. Membership in the Association may be transferred only as an incident to the transfer of the transferor's Lot and his undivided interest in the Common Areas, and such transfers shall be subject to the procedures set forth in the Declaration.

SECTION 2. Voting Rights. 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:

1. 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 one (1) vote per Lot.

Whenever two or more persons hold an interest (other than 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 the number of votes hereinabove described be cast with respect to any Lot. If a Lot is owned by a corporation, trust or limited partnership, the vote shall be exercised by the President, Trustee or general partner, respectively.

2. CLASS B. Class B Lots shall be all Lots owned by Developer which have not been converted to Class A Lots as provided in (1), (2) or (3) below. Developer shall be entitled to three (3) votes for each Class B Lot. The Class B Lots shall cease to exist and shall be converted to Class A Lots on the happening of any of the following events:

(a) when the construction of all buildings, improvements and Common Facilities has been completed; or

(b) ten (10) years from the execution of the Declaration. In the case of additional memberships being created by annexation of additional land, the tests of (a) above and (b) herein shall be ten (10) years from the time Developer records a supplementary Declaration annexing such lands; or

(c) if the Developer files an amendment hereto transferring Lots it owns to Class A Lots.

ARTICLE IX

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any Member upon 24 hours' written notice. The Declaration, the Articles of Incorporation and the By-laws of the Association shall be available for inspection by any Member at the principal office of the Association where copies may be purchased at reasonable cost. The records kept by the Management Contractor shall be available as provided in the Declaration.

ARTICLE I

ASSESSMENTS

If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum legal contract rate allowed by law. 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, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area and/or Common Facilities and/or abandonment of his Lot.

ARTICLE XI

CORPORATE SEAL

The Association shall have a seal in a circular form having within its circumference the words NATURE'S HIDEAWAY PHASE IA HOMEOWNERS ASSOCIATION, INC., a corporation not for profit.

ARTICLE XII

AMENDMENTS

SECTION 1. These By-laws may be amended, at a regular or special meeting of the Members by a vote of seventy-five percent (75%) of a quorum of each class of Members present in person or by proxy provided that those provisions of these By-laws which are governed by said Articles of Incorporation may not be amended, except as provided in said Articles or by applicable law and provided, further, that any matter governed by the Declaration may not be amended, except as provided in said Declaration or by applicable law.

SECTION 2. If these By-laws are amended, a copy of same certified by the Secretary shall be filed on the Public Records of Pasco County as an amendment to the Declaration.

ARTICLE XII

MISCELLANEOUS

SECTION 1. The fiscal year of the Association shall begin on the first day of July and end on the 30th day of June of every year, except that the first fiscal year shall begin on the date of incorporation.

SECTION 2. In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-laws, the Declaration shall control.

IN WITNESS WHEREOF, we, being all of the Directors of NATURE'S HIDEAWAY PHASE IA HOMEOWNERS ASSOCIATION, INC., have

hereunto set our hands this 30th day of August, 1985.

Joseph Maari
Joseph Maari

Steven R. Gordon
Steven R. Gordon

Daniel Maari
Daniel Maari

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14:18
RECORDING
01 00 40 1 113.00
10 CASH TOTAL 2 113.00

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CLERK OF COURT