

4-50
PREPARED BY AND RETURN TO
SCOTT TORRIE, ESQUIRE
LARSON & BOBENHAUSEN, P.A.
16120 U.S. 19 NORTH, SUITE 210
CLEARWATER, FLORIDA 34624-6895

This instrument amends
and restates the
Declaration of
Covenants, Conditions
and Restrictions
recorded in O.R. Book
541, Page 0893, public
records of Hernando
County, Florida.

AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
DEERFIELD

AMENDED AND
RECORDED
BY KIG
DEPUTY CLERK

THIS AMENDED AND RESTATED DECLARATION is made on the date hereinafter set forth by RUTENBERG HOUSING CORPORATION, a Florida corporation, hereinafter referred to as the "Declarant", together with various other Lot Owners within DEERFIELD.

W I T N E S S E T H :

WHEREAS, SMINCH ENTERPRISES, INC., a Florida corporation, the original Declarant, did cause and execute and record among the public records of Hernando County, Florida, a Declaration of Covenants, Conditions and Restrictions of QUAIL MEADOWS SUBDIVISION, which was recorded on January 27, 1984 in Official Records Book 541, Page 0893, public records of Hernando County, Florida; and

WHEREAS, RUTENBERG HOUSING CORPORATION, a Florida corporation, has succeeded as the Declarant regarding the properties affected by the aforementioned Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, the said Declaration of Covenants, Conditions and Restrictions provided in Article X, Section 3, that the Declaration could be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners within the subdivision; and

WHEREAS, the undersigned collectively constitute the current fee simple owners of more than ninety percent (90%) of the lots within the subdivision; and

93 AUG 20 AM 11:25

028315

WHEREAS, the undersigned have elected to change the name of the subdivision from QUAIL MEADOWS to DEERFIELD and to amend and restate, in its entirety, the Declaration of Covenants, Conditions and Restrictions pertaining to the Deerfield properties.

NOW, THEREFORE, the Declarant hereby amends and restates in its entirety the Declaration of Covenants, Conditions and Restrictions pertaining to the Deerfield properties as follows:

ARTICLE I

DEFINITIONS

Section 1. "Articles" shall mean the articles of incorporation of the Association (as hereinafter defined), including any and all amendments or modifications thereto.

Section 2. "Association" shall mean and refer to DEERFIELD HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation, formerly known as Q.M. Homeowners Association, its successors and assigns.

Section 3. "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

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

Section 5. "Common Area" shall mean and refer to all real property (including the improvements thereon) now or hereafter owned by the Association located within the Properties (as hereinafter defined), together with any existing or future median islands and rights-of-way.

Section 6. "Common Expense" shall mean and refer to any expense for which a general and uniform assessment may be made against the Owners (as hereinafter defined) and shall include, but not be limited to, the expenses of upkeep and maintenance of the Common Areas including clubhouse and recreational areas, medians and shoulders of publicly dedicated collector and arterial roadways and entryway features including signs.

Section 7. "Declarant" shall mean and refer to RUTENBERG HOUSING CORPORATION, A Florida corporation, ~~its successors and assigns.~~ It shall not include any person or party who purchases a Lot or Parcel from RUTENBERG HOUSING CORPORATION unless such purchaser is specifically assigned as to such Lot or Parcel by separate instrument, recorded in the County (as hereinafter defined), some or all of the rights held by RUTENBERG HOUSING CORPORATION, as Declarant hereunder, with regard thereto.

Davis

Section 8. "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for DEERFIELD and any amendments or modifications thereof hereafter made from time to time.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Parcel which is a part of the Properties. The term "Owner" shall include RUTENBERG HOUSING CORPORATION.

Section 10. "Properties" shall mean and refer to that certain real property described on attached Exhibit "A", and such additions thereto, if any, as may hereafter be made pursuant to this Declaration.

Section 11. "Lot" shall mean and refer to the least fractional part of the subdivided lands within the Plat (as hereinafter defined) and which has limited fixed boundaries and an assigned number, letter or other name through which it may be identified; provided, however, that "Lot" shall not mean any Common Area or land mass designated as a "Tract" or "Parcel" (as said terms are hereinafter defined).

Section 12. "Dwelling Unit" shall mean and refer to any residential home constructed upon a Lot for which a Certificate of Occupancy has been issued by the county.

Section 13. "Parcel" shall mean and refer to any part of the Properties when said parcel is recorded in the public records of Hernando County, Florida, other than Common Areas, Lots, Tracts (as hereinafter defined), dedicated streets and roads, and land owned by a governmental body or agency or public utility company, whether or not such Parcel is developed or undeveloped, and without regard to the use or proposed use of such Parcel. Any Parcel, or part thereof, however, for which a subdivision plat has been filed of record shall, as to such portion, cease being a Parcel, or part thereof, and all become Lots.

Section 14. "Plat" shall mean and refer to the plat of the Properties as recorded in Official Records Book 18, Pages 77-79, of the Public Records of Hernando County, Florida, or any replat thereof.

Section 15. "FHA" shall mean and refer to the Federal Housing Administration.

Section 16. "FNMA" shall mean and refer to the Federal National Mortgage Association.

Section 17. "GNMA" shall mean and refer to the Government National Mortgage Association.

Section 18. "HUD" shall mean and refer to the U.S. Department of Housing and Urban Development.

Section 19. "VA" shall mean and refer to the Veterans Administration.

Section 20. "Institutional Lender" shall mean and refer to any federally or state chartered bank, insurance company, HUD or VA or FHA approved mortgage lending institution, FNMA, GNMA, recognized pension fund investing in mortgages, and any federally or state chartered savings and loan association or savings bank.

Section 21. "Institutional Mortgage" shall mean and refer to any mortgage on a Lot held by an Institutional Lender.

Section 22. "First Mortgagee" shall mean and refer to an Institutional Lender who holds a first mortgage on a Lot or Parcel and who has notified the Association of its holdings.

Section 23. "County" shall mean and refer to Hernando County, Florida.

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

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

Section 26. "Rear Yard Line" shall mean and refer to the line defined as such on attached Exhibit "B".

Section 27. "Side Yard Line" shall mean and refer to the line defined as such on attached Exhibit "B".

Section 28. "Restrictions" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for DEERFIELD, and any amendments or modifications thereof hereafter made from time to time.

Section 29. "Structure" shall mean and refer to a structure as that term is defined by the Zoning Ordinance of Hernando County, Florida, in effect at the time of the recording of this Declaration.

Section 30. "Tracts" shall mean and refer to Tracts as shown on the Plat together with such other Tracts as may hereafter be added to the Properties in accordance with the terms of this Declaration.

Section 31. "Voting Member" shall mean and refer to the Owner or Declarant who is authorized to cast the vote for the Lot he owns as set forth in this Declaration.

Section 32. "DEERFIELD" shall mean and refer to the Deerfield development as a whole.

Section 33. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitations". The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE II

PURPOSE

Section 1. Operation, Maintenance and Repair of Common Area. The purpose of the Association shall be to enforce deed restrictions, provide for landscape and architectural control and to maintain areas owned by the Association, if any, and other areas designated by the Board of Directors and to take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and By-Laws, or this Declaration. In addition, the Association may contract with other entities for maintenance of certain of the Common Area as directed by the Board of Directors.

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

Section 3. Expansion of Common Area. Additions to the Common Area may be made in accordance with the terms of Article XI of this Declaration. The Declarant shall not be obligated, however, to make any such additions. Any and all such additions to the Common Area by Declarant must be accepted by the Association and such acceptance shall be conclusively presumed by the recording of a deed in the public records of Hernando County by or on behalf of Declarant for any such Common Areas or the designation of such Common Areas on a plat duly recorded for any portion of the Properties. The Association shall be required, upon request of Declarant, to execute any documents necessary to evidence the acceptance of such Common Area(s).

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

Section 5. Detention Ponds or Lakes. The banks of all detention ponds, if any, within the Properties shall initially be seeded and mulched or sodded by the Declarant. Thereafter, the maintenance of such banks shall be the responsibility of the individual Owner(s) of Lots, the boundaries of which include such banks bordering ponds within the Properties. In the event any such banks lie outside platted Lots within the Properties, any such banks shall be maintained by the Association. Water quality within any ponds or lakes within the Properties shall be the responsibility of the Association.

Section 6. Irrigation. The irrigation and sprinkling equipment on the Common Area will be maintained by the Association.

Section 7. Common Area. The Common Areas, if any, shall be maintained by the Association. In addition, the median islands on Candy Lane and any improvements made in the right-of-way by Declarant (and any median islands constructed on Cambria Drive and Saratoga Drive) shall be maintained by the Association. Further, the entryway monumentation, landscaping and signage to the subdivision shall be maintained by the Association notwithstanding the fact that the real property upon which such entryway signs are located may be owned by an individual or entity other than the Declarant or Association.

Section 8. Entrance Island(s). The landscaped entrance island(s) to the Properties shall be maintained by the Association. By separate documents recorded among the Hernando County public records in Official Records Book 896, Pages 407, and in Official Records Book 922, Page 448, the Declarant, its agents and contractors, have been granted a temporary easement as to all lands adjacent to the entrance island(s) for the purpose of maintenance and repair of such entrance island(s). The Declarant makes no representations or warranties regarding the longevity of the temporary easements as reflected in this Section 8. It is entirely possible that, following the termination date of the said easements, the Association shall have no right to the use of the land identified in the easement areas in which event the entryway signage could be removed by the fee owner of the property comprising the easement areas.

Section 9. Reciprocal Easements. There shall be reciprocal appurtenant easements between the lands adjacent to either side of any Buffer for lateral and subjacent support, and for encroachments caused by the unwillful placement, settling and shifting of any such Buffer areas as constructed, repaired or reconstructed.

Section 10. Damages Caused by Owners, Etc. Notwithstanding Section 2 of this Article II, should the maintenance, repair or replacement provided for in Section 1 of this Article II be caused by the negligence or misuse, intentional or otherwise, of or by an Owner or occupant of the Owner's Dwelling Unit or guest of the

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

Section 11. Owners' Maintenance Responsibilities. The responsibility of the Owner shall be to maintain, repair and replace, at his sole expense, his Lot and all portions of his Dwelling Unit, and to promptly report to the Association any defect or need for repairs when the responsibility for the remedying of which is that of the Association.

ARTICLE III

PROPERTY RIGHTS

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

(a) The right of the Association from time to time in accordance with its By-Laws to establish, modify, amend and rescind reasonable rules and regulations regarding use of the Common Area including, for example, rules pertaining to the use of the swimming pool and clubhouse;

(b) The right of the Association to charge reasonable admission and other fees for use of any facilities situated upon the Common Area;

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

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility as provided by its Articles;

(e) 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 Voting Members of the Association. No such dedication or transfer shall be effective unless approved, in writing, by not less than two-thirds (2/3) of the Voting Members entitled to vote and no such dedication or

transfer shall limit or impair the right of ingress and egress for any Lot within the Properties;

(f) The right of the Association to grant easements as to the Common Area or any part thereof as provided by its Articles; and

(g) The right of the Association to otherwise deal with the Common Area as provided by its Articles or this Declaration.

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

Section 3. Prohibition of Certain Activities. No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner or any family member, tenant or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, or place or erect any improvement or structure of any kind on the Common Area without the prior written approval of the Board of Directors, which approval may be arbitrarily withheld at the discretion of the Board.

Section 4. Signs Prohibited. No sign of any kind shall be displayed in or on the Common Area without the prior written approval of the Board, which approval may be arbitrarily withheld at the discretion of the Board. This Section, however, shall not apply to the Declarant. The Declarant shall have the right and any easements necessary to the exercise thereof to erect, construct and maintain signs of any nature on any Common Area. The types of signs which Declarant intends to utilize shall include, but not be limited to, sales, marketing and directional signs. In addition, the Declarant, but only the Declarant, may utilize banners, balloons, streamers, etc. in conjunction with the various signage rights granted to Declarant herein.

Section 5. Animals. No animals shall be permitted on or in the Common Area at any time except as may be provided in the Rules and Regulations of the Association.

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

Section 7. Title to Common Area. The Declarant shall convey title to any Common Area subject to such easements, reservations,

conditions, encumbrances and restrictions as may then be of record.

Section 8. Easements Reserved in Common Area. The Declarant hereby reserves unto itself, its successors and assigns, whether or not expressed in the deed thereto, the right to grant easements over any of the Common Area and areas owned by the Association, if any, for the installation, maintenance, replacement and repair of drainage, water, sewer, electric and other utility lines and facilities, provided such easements benefit land which is or will become part of the Properties. The Declarant shall further have the right, but without the obligation, to install drainage as well as water, sewer and other utility lines and facilities in, on, under and over the Common Area or other areas owned by the Association, provided such lines and facilities benefit land which is or will be within the Properties. The Association shall join in or separately execute any easements for the foregoing purposes which the Declarant shall direct or request from time to time.

Section 9. Declarant's Use of Common Areas. It is currently intended that the Declarant shall maintain a sales and marketing information center within the clubhouse portion of the Common Area. The Declarant shall maintain sales offices in said clubhouse and shall utilize promotional displays and other marketing and sales tools in connection with its operation of the sales office and clubhouse area. As part of its utilization of the clubhouse, the Declarant shall, from time to time, and on a reasonable basis, conduct seminars, sales events, broker parties and other business related functions in the clubhouse. In the same manner as any Member may request to rent parts of the Common Areas to host events such as weddings, the Declarant shall be entitled to utilize any portion of the Common Areas (including clubhouse and swimming pool) in connection with its business functions. In such event, there may be restricted access, from time to time and on a reasonable basis, to the use by the remaining Members of portions of the Common Area including the clubhouse and swimming pool.

The private use of the clubhouse and swimming pool facilities shall be governed by the Board of Directors and shall be subject to reasonable fees as promulgated by the Board. The Declarant's continuing and ongoing use of the clubhouse shall be subject to the payment of reasonable rental fees as shall be established in a Lease Agreement between the Declarant and the Board.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. General Membership. Every Owner of a Lot or Parcel which is subject to assessment shall be a Member of the Association, subject to and bound by the Association's Articles of

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

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

Section 3. Members' Voting Rights. Voting rights in the Association shall be as follows:

(a) Voting for Lots. The Owners of any Lot, including Declarant, shall have one (1) vote for each Lot owned by them subject, however, to the requirements and limitations set forth in Section 2 of this Article IV.

(b) Voting for Parcels. The Declarant shall be entitled to ten (10) votes per acre for each Parcel owned by it. Acreage of Parcels shall be as determined in good faith by the Secretary of the Association as provided in the By-Laws.

ARTICLE V

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Responsibilities. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all Tracts as shown on the Plat, and shall keep the same in good, clean and proper condition, order and repair. The Association shall also maintain and care for the land and improvements designated in Article II, above, in the manner therein required. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Area and performance of its other obligations under this Declaration.

Section 2. Manager. The Association may obtain, employ and pay for the services of an entity or person, hereinafter called the "Manager", to assist in managing its affairs and carrying out its responsibilities hereunder to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable, whether such personnel is furnished or employed directly by the Association or by the Manager. Any management agreement must be terminable for cause upon thirty (30) days' notice, be for a term not to exceed three (3) years, and be renewable only upon mutual consent of the parties.

Nothing herein shall preclude the Association from hiring the Declarant as the Manager of the Properties. In the event the Declarant is so employed as Manager, the fees to be paid to the Declarant for such services shall be no higher than the current market rate as determined by the market from time to time.

Section 3. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the Association's Articles or By-Laws.

Section 4. Insurance. The Association at all times shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary. The Association additionally shall cause all persons responsible for collecting and disbursing Association monies to be insured or bonded with adequate fidelity insurance or bonds.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles or By-Laws, or by law and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or therein or reasonably necessary to effectuate the exercise of any right or privileges

granted in this Declaration, the Articles, By-Laws or such other laws.

ARTICLE VI

EXPENSES

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

ARTICLE VII

COMMON EXPENSE ASSESSMENTS

Section 1. Application. The provisions of this Article VII shall apply to all Lots within the Properties.

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

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

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

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

Section 3. Purpose of Common Expense Assessments. The Common Expense assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents of the Properties and for the improvement and maintenance of the Common Area and the carrying out of the other responsibilities and obligations of the Association under this Declaration, the

Articles and the By-Laws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of real property, services and facilities related to the use and enjoyment of the Common Area; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes and assessments made or levied 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 maintenance, landscaping and beautification of the Common Area and such public lands and private lands, whether owned by the Association or not, as may be designated by the Declarant or the Association; the maintenance, repair and replacement of boundary walls and fences, if any, required or permitted to be maintained by the Association; the employment of security personnel to provide services which are not readily available from any governmental authority; and such other needs as may arise.

Section 4. Initiation Fee At the time of the conveyance of any Lot from Declarant or other Owner to an Owner other than Declarant, said new Owner shall pay to the Association a one-time initiation fee of One Hundred and 00/100 Dollars (\$100.00). Such initiation fee shall be utilized by the Association to meet the Association's normal operating expenses.

Section 5. Maximum Monthly Assessment for Common Expenses. The monthly assessments to be paid by the Owners to the Association shall commence on the first day of the first month following the recordation of this Declaration. Assessments shall be due quarterly utilizing the standard calendar year quarters of (i) January through March, (ii) April through June, (iii) July through September, and (iv) October through December. The Association may, but is not required, to send billings for the assessments to Owners. The fact that an Owner may not have received a billing or statement for assessments for any given quarter shall not relieve the Owner from the payment of same. Assessments shall be due on the first day of each quarter. Any assessment payment which is not received by the Association within ten (10) days after the same becomes due shall be subject to a late charge of ten dollars (\$10.00). In collecting any delinquent assessments, the Association shall be entitled to recover reasonable attorney's fees (through and including the appellate level) expended in the collection process and any such assessments, late fees, costs or expenses incurred in the collection process shall be a charge against the Owner and his Lot for which a Claim of Lien may be filed by the Association.

The initial monthly assessments to be paid by Owners (other than the Declarant) shall be twenty dollars (\$20.00) per month through and including December 31, 1994. Thereafter, for fiscal year 1995, the monthly assessments shall increase to twenty-five dollars (\$25.00) per month through and including December 31, 1995.

Notwithstanding the foregoing, commencing with the recordation of this Declaration through and including December 31, 1995, the Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by monthly assessments and the amount received from Owners, other than the Declarant, in payment of monthly assessments levied against their respective Lots. Such difference, herein called the "Deficiency", shall not include any reserve for replacements, operating reserves, depreciation reserves or capital expenditures. At any time during which the Declarant is obligated to pay the Deficiency, the Declarant shall be exempt from payment of assessments applicable to Lots owned by it.

Commencing January 1, 1996, the Declarant shall no longer be responsible for paying the Deficiency. Instead, commencing on such date, each Lot owned by the Declarant which is otherwise subject to assessment shall be assessed at twenty-five (25%) percent of the assessment amount established for Lots owned by all other Owners. Notwithstanding the foregoing, any Lot(s) from which the Declarant derives any rental income or holds an interest as mortgagee or contract seller shall be assessed at the same amount as Lots owned by Owners other than the Declarant.

During the period in which it pays the Deficiency, the Declarant anticipates carrying a heavy subsidization of the Association expenses. As of January 1, 1996, at which time the Declarant shall no longer be responsible for paying the Deficiency, it is anticipated that monthly assessments pertaining to the Lots shall rise substantially to cover all of the operating costs of the Association. In any event, the monthly assessments to be paid commencing January 1, 1996, shall be fixed by the Board as contemplated in this Declaration and the By-Laws.

At the time any Owner, other than Declarant, acquires title to a Lot, the Owner shall pay to the Association the monthly assessments through the balance of the calendar quarter in which the Lot is acquired, together with the monthly assessments for the following calendar quarter. Thereafter, assessments shall be paid by Owners to the Association on a regular quarterly basis.

Section 6. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Voting Members entitled to vote at a meeting duly called for this purpose.

Section 7. Notice of Meeting and Quorum for Any Action Authorized Under Sections 5 and 6. Written notice of any Members'

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

Section 8. Exemption From Assessment. The assessments, charges and liens provided for or created by this Article VII shall not apply to the Common Area, any property dedicated to and accepted for maintenance by a public or governmental authority or agency, any property owned by a public or private utility company or public or governmental body or agency, any property owned by a charitable or non-profit organization or any Parcel or Tract owned by Declarant.

Section 9. Date of Commencement of Annual Assessments; Due Dates. The annual assessments for common expenses shall commence as to all Lots subject thereto on August 1, 1993, or the date of recordation of this Declaration, whichever shall last occur. The Board of Directors shall fix the amount of the annual assessment for common expenses against each Lot not later than December 1 of each calendar year for the following calendar year. Written notice of the annual assessment for common expenses shall be sent to every Owner. Unless otherwise established by the Board of Directors, assessments for common expenses shall be collected on a quarterly basis. The due date for the assessments and for any special assessments shall be as established by the Board of Directors.

ARTICLE VIII

GENERAL PROVISIONS ON ASSESSMENTS

Section 1. Application. The provisions of this Article VIII shall apply to all members of the Association.

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

Section 3. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall be assessed a late charge of \$10.00. The Association may bring an action at law against the Owner personally obligated to pay such assessment, or foreclose the lien against the Lot, or both. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Attorney's fees incurred by the Association in all acts of collection of assessments shall be borne by the Lot Owner against whom such collection efforts are directed.

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

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

Section 6. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any Institutional Mortgage which is given to or held by an Institutional Lender or which is guaranteed or insured by the FHA or VA. The sale or transfer of any Lot pursuant to foreclosure of such Institutional Mortgage or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request from an Institutional Lender, report to any such Institutional Lender any assessments remaining unpaid on the Lot for which such Lender holds or guarantees an

Institutional Mortgage for a period longer than sixty (60) days after the same have become due, and shall give such Institutional Lender a period of thirty (30) days from the date of such request within which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided, however, that such Institutional Lender shall have first furnished to the Association written notice of the existence of its Institutional Mortgage, which notice shall designate the encumbered Lot by a proper legal description and shall state the address to which notices pursuant to this Section are to be given. Any such Institutional Lender holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Declaration.

Notwithstanding the foregoing, it is not contemplated hereby that the Association shall be obligated to monitor, on a monthly basis, all Owners who are delinquent in the payment of assessments. Rather, the intent of the preceding paragraph is that the Association shall respond to individual written requests from Institutional Lenders inquiring as to the status of assessments to be paid by their respective mortgagees.

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

ARTICLE IX

USE RESTRICTIONS

Section 1. Residential Use. All of the Properties shall be known and described as residential property and, except as may be permitted in subsequent amendment(s) to this Declaration, no more than one (1) single-family Dwelling Unit may be constructed on any Lot, except that more than one (1) Lot may be used for one (1) Dwelling Unit; provided, however, in such event, all restrictions in this Declaration shall apply to such Lots not as if they were a single Lot, but as if the Lots were owned on a one-Lot per owner basis.

Section 2. Structures. Except as originally constructed by Declarant or thereafter reconstructed to repair damage or destruction to the original Dwelling Unit, no Dwelling Unit shall be erected nearer to a Front Street Line, a Side Yard Line, or a Rear Yard Line than is allowed by the Building and Zoning Codes of the County.

Section 3. Dwelling Units. Except as may be permitted in subsequent amendment(s) to this Declaration, each Dwelling Unit

shall have at least two (2) inside baths, each containing at least one (1) shower or tub, one (1) toilet and one (1) wash basin and shall have not less than two (2) bedrooms. No Dwelling Unit shall exceed twenty-six (26) feet in height. A shrubbery planting shall be in front of each Dwelling Unit, which planting shall comply with regulations established by the Landscape and Architectural Review Committee.

Section 4. Easements.

(a) Perpetual easements for the installation and maintenance of utilities and drainage areas are hereby reserved to Declarant and the County in and to all utility easement and drainage easement areas shown on the Plat, which easements shall include, without limitation, the right of reasonable access over Lots to and from the easement areas, and Declarant and the County each shall have the right to convey in whole or in part such easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Neither the easement rights reserved pursuant to this Section nor as shown on the Plat shall impose any obligation on Declarant to maintain such easement areas, or to install or maintain the utilities or improvements that may be located on, in or under such easements, or which may be served by them. Within any such easement areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with access to or the installation, use and maintenance of such easement areas or any utilities or drainage facilities contained therein, or which may change the direction of flow or obstruct or retard the flow of drainage water in any such easement areas, or which may reduce the size of any water retention areas constructed by Declarant in such easement areas. The easement areas of each Lot, whether as reserved hereunder or as shown on the Plat, and all improvements in such easement areas shall be maintained continuously by the Owner of the Lot upon which such easement exists, except for those improvements for which a public authority, utility company or the Association pursuant to this Declaration is responsible. With regard to specific easements for drainage shown on the Plat, the Declarant shall have the right, but without any obligations imposed thereby, to alter or maintain drainage facilities in such easement areas, including slope control areas. No Owner shall alter or modify the drainage flow on his Lot without prior approval as set forth in Section 18 of this Article IX.

(b) There may be designated certain areas of the Properties as "Drainage Easements" on the Plat. No permanent improvements or structures shall be placed or erected upon such Drainage Easements. In addition, no fences, driveways, pools and decks, patios, air conditioners, improvements with any impervious surface, utility sheds, trees, shrubs, hedges,

plants or any other landscaping element other than sod shall be placed or erected upon or within such Drainage Easements. This Section shall not apply to Declarant if such improvements by it are approved by the County.

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

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

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

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

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

(h) Anything in this Section to the contrary notwithstanding, no easement granted by this Section shall exist under the outside perimeter boundaries of any Dwelling Unit originally constructed by the Declarant on any portion of the Properties.

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

Notwithstanding anything to the contrary contained in this Article IX, Section 5, Owners shall be permitted to have on their Lots utility/storage sheds provided same are kept in a fenced-in backyard of the Lot so as to be completely hidden from view of the public. Storage sheds shall be no more than six (6) feet in height. Attention is hereby directed to Article IX, Section 8, below, for type of fence which shall be permitted in DEERFIELD.

Section 6. Commercial Uses and Nuisances. No trade, business, profession or other type of commercial activity shall be carried on upon any Lot, except as hereinafter provided for Declarant and except that real estate brokers, Owners and their agents may show Dwelling Units in the Properties for a sale or lease. Nothing shall be done on any Lot which may become a nuisance or an unreasonable annoyance to the neighborhood. Every person, firm or corporation purchasing a Lot in the Properties recognizes that Declarant, its agents or designated assigns have the right to (i) use Lots or Dwelling Units erected thereon for sales offices, field construction offices, storage facilities and general business offices; (ii) maintain fluorescent lighted or spotlighted furnished model Dwelling Units in the Properties open to the public for inspection seven (7) days per week for such hours as are deemed necessary; and (iii) to construct additional Dwelling Units and other improvements upon the Properties. Declarant's rights under the preceding sentence, except that of construction of Dwelling Units and other improvements, shall terminate on January 1, 2010, unless prior thereto Declarant has indicated its intention to abandon such rights by recording a written instrument in the public records of the County. It is the express intention of this Section that the rights granted to Declarant to maintain sales offices, general business offices and model Dwelling Units shall not be restricted or limited to Declarant's sales activity relating to the Properties, but shall also benefit Declarant in the construction, development and sale of such other real property which Declarant may own.

Section 7. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that cats,

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

Section 8. Fences, Walls and Hedges. Except as to fences, walls or hedges (if any) originally constructed or planted by or with the written authorization of the Declarant, no fences, walls or hedges of any nature may be erected, constructed or maintained upon any Lot except in accordance with the terms and conditions of this Declaration and the Building and Zoning Codes of the County; provided, however, that no such fence, wall or hedge shall be erected or permitted on a Lot in any location thereon where Declarant has erected a Subdivision privacy fence or wall or monument as provided in Subsection 4(c) of this Article IX.

Subject to the further terms and conditions of this Section, as to any fence, wall or hedge erected or maintained pursuant to this Section, such fence, wall or hedge may be constructed or maintained to a height not to exceed six (6) feet. Any fence erected or maintained pursuant to this paragraph must be a vertical shadow-box square-top fence only and made of cypress, redwood or cedar. Provided, however, that any fence which abuts or runs along the boundary of any pond, lake or water body within the Properties shall not exceed four (4) feet in height and shall be either (a) an open-picket, white wrought iron or imitation white wrought iron (i.e., aluminum) fence or (b) a 2" x 2" cedar open-picket fence. In addition, any such fence bordering, abutting or running along the boundary of any pond, lake or water body within the Properties shall be a minimum of ten (10) feet inside the Owner's Lot property line. Further, any such fences shall, prior to their construction or erection, require the prior written consent of the Declarant or Landscape and Architectural Review Committee, as the case may be.

No fence, wall or hedge may be constructed or maintained between a Front Street Line and a Front Dwelling Line. Notwithstanding the foregoing, a decorative wall or entrance forward of the Front Dwelling Line or forward of a Side Dwelling Line fronting a Side Street Line shall be permitted if constructed at the same time as the original Dwelling Unit on the Lot as part of the Dwelling Unit's elevation or design.

With the exception of decorative walls or entrance fences which may be permitted by the Landscape and Architectural Review Committee, it is intended by this Declaration that any other fence erected on a Lot shall encompass the entire backyard of the Lot and not merely portions thereof. In other words, any such fences shall lie on or near the entire expanse of the rear lot line, con-

tinuing in a perpendicular fashion down both side yard lines and shall connect with the Dwelling Unit. Any questions concerning the interpretation of the fencing requirements contemplated by this Section shall be addressed to the Board or Landscape and Architectural Review Committee, which entities shall have enforcement powers regarding any fencing issues.

Section 9. Vehicles. No motor vehicle shall be parked on the Properties except on a paved or concrete driveway or in a garage. No motor vehicles which are primarily used for commercial purposes, except off-duty public service vehicles such as police and emergency medical vehicles, other than those present on business, and no trailer, motorcycle, camper, van, truck, pick-up truck, semitrailer, truck-tractor, recreational vehicle, travel trailer, camping trailer, truck camper, motor home, boat or boat trailer may be parked in the Properties unless inside a garage and concealed from public view, or within a six (6) foot fenced yard and completely concealed from public view.

Notwithstanding the foregoing, passenger vans and pickup trucks shall be permitted within the Properties so long as same have no commercial identification or signs.

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

Section 11. Clothes Hanging and Drying. No outdoor clothes hanging and drying activities shall be permitted within the Properties unless such activities are both (a) done in a fenced-in area; and (b) done utilizing clothes poles of a height not in excess of the height of the enclosure fence so as to prevent any individual standing outside the fence to see such activities. All clothes poles shall be susceptible of being lifted and removed by one (1) person in one (1) minute's time and shall be removed by the Owner when not in actual use for clothes drying purposes.

Section 12. Antennas. No exterior radio, television or other electronic antennas or aerials or satellite dish antennas shall be allowed, unless installed so as to be completely concealed from the public view, such as in attics, garages or fenced backyards. The provisions of this Section shall apply to all satellite dishes, whether same are covered, decorated or disguised in any manner.

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

Section 14. Signs. Except as otherwise provided in this Section, no signs of any nature whatsoever shall be erected or displayed upon any of the Properties other than by Declarant, except when express prior written approval of the size, shape, content and location thereof has been obtained from the Association. Every Owner has the right, without the consent of the Association, to place upon his Lot one (1), but only one (1), professionally made sign which shall not be larger than six (6) square feet and which shall contain no wording other than "For Sale", the name and address of one (1) registered real estate broker and the phone number of Owner or his agent.

Section 15. Lot Upkeep. All Owners of Lots shall, at a minimum, have the grass regularly cut and all trash and debris removed. If an Owner of a Lot fails, in Declarant's sole discretion, to maintain his Lot as required herein, Declarant, after giving such Owner at least ten (10) days' written notice, is hereby authorized, but shall not be hereby obligated, to maintain that Lot and said Owner(s) shall reimburse Declarant for actual costs so incurred.

All Lots owned by Owners other than Declarant shall be sodded. No gravel rock or other decorative stone shall be permitted within the Properties as an alternative to grass sodded yards.

Section 16. Watering or Landscape. No Owner shall be permitted to water his lawn or any landscaping utilizing water from any lake, pond or reservoir (or any other Common Area) contained within the Properties. All watering systems utilized by Owners must be either connected with an Owner's individual, private well or with a water system maintained and controlled by Hernando County or any other local utility company servicing the Properties.

Section 17. Above Ground Pools Prohibited. Above ground swimming pools of any type are strictly prohibited within the Properties.

Section 18. Architectural Conformity. Except as to work performed by the Declarant, which shall be exempt from the provisions of this Section 18, prior to the commencement of the work described therein, all building plans and specifications (including plot plan, grading plan and material lists) for the original construction, alteration or additions of structures or for the erection of hedges or fences, and all plans for the landscaping of Lots, and all plans or agreements relating to the appearance, colors and materials to be used on the exterior of a structure, shall be approved in writing by the Declarant or Landscape and Architectural Review Committee. The Declarant and/or Landscape and Architectural Review Committee shall have the absolute right to approve or disapprove said plans for any reason including aesthetic considerations. All plans must be sent to the

Declarant and the Landscape and Architectural Review Committee by registered mail or certified mail, return receipt requested, to 7818 Grimsby Lane, New Port Richey, Florida 34655, or such other address as Declarant may hereafter from time to time designate in writing, as well as to the address established for the Landscape and Architectural Review Committee, as the same may be changed from time to time. Any plans not approved within thirty (30) days after their receipt by the Declarant and/or Landscape and Architectural Review Committee shall be deemed disapproved. The rights granted to Declarant under this Section shall terminate on January 1, 2010, unless prior thereto Declarant has indicated its intention to abandon such rights by recording a written instrument among the public records of the County.

The architectural conformity contemplated by this Section 18 shall apply to all aspects of architecture concerning all Dwelling Units including, but not be limited to, paint color changes, screen enclosures and mailbox alterations.

Section 19. Modifications. No Owner shall cause any additions, modifications, improvements or changes to be made on the exterior of his Dwelling Unit or mailbox, including painting, stone work, veneer, brick work, brick, stucco, stucco veneer or any facade of any nature or other decoration, or the installation of electrical wiring, machinery, water softener or air-conditioning units which may protrude through the walls or roof of the Dwelling Unit, or in any manner change the exterior appearance of any portion of the Dwelling Unit, or change any grade or drainage flow on the Properties or modify any landscaping of the Properties without the prior written consent of Declarant, for the period set forth in Section 18 of this Article IX and thereafter from the Landscape and Architectural Review Committee of the Association. Declarant, and subsequently the Landscape and Architectural Review Committee of the Association, may establish any reasonable requirements it deems necessary to grant or deny such modifications.

Section 20. Amendments and Modifications by Declarant. Notwithstanding any provisions of this Declaration to the contrary, Declarant, its successors and designated assigns, reserves the right and authority, for a period of eight (8) years from the date of recording this Declaration, to amend, modify or grant exceptions or variances from any of the use restrictions set forth in this Article IX of this Declaration without notice to or approval by other Owners in DEERFIELD, provided, that such amendments, modifications, exceptions or variances shall be substantially consistent with the general uniform plan of residential development for DEERFIELD. All amendments, modifications, exceptions or variances establishing minimum square foot area of Dwelling Units, pertaining to fence size, location or composition, or pertaining to Lot sizes and configurations, number of baths and bedrooms within Dwelling Units and the location of structures on a

Lot in DEERFIELD shall be conclusively deemed to be within the authority and right of Declarant under this Section.

ARTICLE X

FNMA PROVISIONS

Section 1. Information. The Association shall make available to all Owners and to all Institutional Lenders holding an Institutional Mortgage encumbering a Lot, upon reasonable notice and for a charge not to exceed \$50.00, a complete set of current copies of this Declaration, the Articles and By-Laws, and any rules and regulations in force from time to time, and the most recent annual financial statement of the Association. Copies of any of the foregoing, and the books and records of the Association, shall be available for inspection, upon request, during normal business hours.

Notwithstanding the foregoing, one (1) copy of the Declaration, the Articles and By-Laws shall be furnished by the Declarant to every original Owner of Lots sold by Declarant at no charge. The charges set forth in the preceding paragraph shall, therefore, apply only to replacement copies of the various documents.

Section 2. Contracts. The Association shall not be bound to contracts or leases entered into prior to transfer of control of the Association by the Declarant to the Owners unless there is a right to termination, without cause, exercisable by the Association, without penalty, after such transfer of control by the Declarant, and upon not more than ninety (90) days' notice to the other party to such contract or lease.

Section 3. Transfer of Control.

(a) The Declarant shall transfer control of the Association to the Owners no later than the earlier of the following events:

1. When seventy-five percent (75%) of the Lots have been conveyed to Owners, other than Declarant; or
2. Seven (7) years following conveyance of the first Lot by Declarant to an Owner.

(b) As used in this Article, the term "control" means the right to control the Association, the Board of Directors, the Properties or the Owners in any manner except through votes allocated to Lots owned by Declarant on the same basis as votes pertaining to other Lots.

Section 4. Reserves. The Association shall establish and maintain, out of regular maintenance assessments, adequate reserve

funds for periodic maintenance, repair and replacement of improvements to the Common Area and other portions of the Properties which the Association is obligated to maintain.

Section 5. Lender's Notices. Upon written request to the Association, identifying the name and address of the Institutional Lender and the Lot number or address of the real property encumbered by such Lender's Institutional Mortgage, such Institutional Lender will be entitled to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the Properties or the Lot encumbered by its Institutional Mortgage;
- (b) Any delinquency of sixty (60) days or more in the payment of assessments or charges owed by the Owner of the Lot encumbered by its Institutional Mortgage;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (d) Any proposed action that requires the consent of a specified percentage of Institutional Lenders.

As stated in Article VIII, Section 6 of this Declaration, the obligation of the Association to respond to inquiries by Institutional Lenders shall not obligate the Association to monitor Lot Owners who are delinquent in the payment of assessments.

Section 6. Fidelity Bonds. All officers of the Association dealing with funds of the Association, and such other officers as the Board of Directors may designate from time to time, shall be provided with fidelity bond coverage as a common expense of the Association and for the benefit of the Association.

ARTICLE XI

ADDITION OF LANDS

Section 1. Additions. Additional land may be brought within the jurisdiction and control of the Association in the manner specified in Section 2 of this Article XI and made subject to all the terms of this Declaration as if part of DEERFIELD as through initially included within the terms hereof, provided such is done within seven (7) years from the date this Declaration is recorded in the public records of the County.

Notwithstanding the foregoing, however, under no circumstances shall the Declarant be required to make such additions, and until such time as such additions are made to DEERFIELD in the manner hereinafter set forth, no real property owned by the Declarant

(with the exception of the Exhibit "A" land) or any other property owned by any other person or entity shall in any way be affected by or become subject to this Declaration. Any land which is added to DEERFIELD as provided in this Article XI shall be developed only for use as residential dwelling and Common Area. All additional land which pursuant to this Article XI is brought within the jurisdiction and control of the Association and made subject to this Declaration shall thereupon and thereafter be included within the term "DEERFIELD" as used in this Declaration. Notwithstanding anything contained in this Section 1, the Declarant does not commit to, warrant or represent that any such additional development shall occur or that, if it does occur, that such development will be part of DEERFIELD.

Section 2. General Provisions Regarding Additions to DEERFIELD.

(a) Additions to DEERFIELD authorized under Section 1 of this Article XI shall be made by the Declarant filing in the public records of Hernando County, Florida an Amendment to this Declaration with respect to the additional land, extending the scheme of the covenants and restrictions of this Declaration to such land. Such Amendment need only be executed by the Declarant and shall not require the joinder or consent of the Association or any of its members. Such Amendment may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the land then being added or permitted use thereof. In no event, however, shall such Amendment revoke, modify or add to the covenants established by this Declaration as such affect the Common Areas.

(b) No addition of land to DEERFIELD shall revoke or diminish the rights of the Owners of Lots previously made part of DEERFIELD to the utilization of the Common Area as established hereunder except to grant to the Owners of the land being added to DEERFIELD the right to use the Common Area according to the terms and conditions as established hereunder, and the right to vote and be assessed as an Owner as provided in this Declaration.

(c) Nothing contained in this Article shall obligate the Declarant to make any additions to DEERFIELD.

Section 3. General Provisions Regarding Withdrawals From DEERFIELD. In the event Declarant has added additional lands to DEERFIELD pursuant to Section 2 of this Article XI (hereinafter "Added Lands") and subsequent to such addition, but before conveyance of any portion of said Added Lands to a third party, Declarant wishes to remove all or any portion of such Added Lands from DEERFIELD, Declarant may remove such lands by the recording

of an Amendment to this Declaration removing such lands under the same terms and conditions and with the same rights and privileges as applied to the addition of the lands as set forth in Section 2 of this Article XI.

Section 4. Voting Rights of the Declarant as to Additions to the Properties. The Declarant shall have no voting rights as to any Added Lands until such land is actually added to the Properties in accordance with the provisions of this Article XI. Upon such land or portion thereof being added to the Properties, the Declarant shall have the voting rights as to the Lots and Parcels thereof as is provided by Article IV of this Declaration.

Section 5. Assessment Obligation of the Declarant as to Additions to the Properties. The Declarant shall have no assessment obligation as to the Added Lands or any portion thereof until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article XI. At such time, the Declarant shall have, as to such Added Lands, the same assessment obligation as set forth in Article VII, Section 5(b).

Section 6. Voting Rights of Owners Other Than the Declarant as to Additions to the Properties. Any Lots or Parcels added to the Properties which are owned by Owners other than the Declarant shall be entitled to voting rights identical to those granted by Article IV of this Declaration to other Owners of Lots and Parcels.

Section 7. Assessment Obligation of Owners Other Than the Declarant as to Additions to the Properties. Any Lots or Parcels added to the Properties which are owned by Owners other than the Declarant shall be subject to assessments, both annual, special and otherwise, in accordance with the terms and provisions of this Declaration in the same manner as all other Owners' Lots and Parcels within the Properties.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Deed Restrictions. In addition to this Declaration, the Declarant may record for parts of the Properties specific deed restrictions applicable thereto either by master instrument or individually recorded instruments. Such deed restrictions may vary as to different parts of the Properties in accordance with the Declarant's development plan and the location, topography and intended use of the land made subject thereto. To the extent that part of the Properties are made subject to such specific deed restrictions, such land shall be subject to both the specific deed restrictions and this Declaration, to the extent provisions of this Declaration are not specifically amended by any

such recorded instrument. The Association shall have the duty and power to enforce such deed restrictions if expressly provided for therein, and to exercise any authority granted to it by them. Nothing contained in this Section 1 shall require the Declarant to impose uniform deed restrictions, or to impose deed restrictions of any kind on all or any part of the Properties.

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

Section 3. Severability. Invalidation of any one of these covenants or restrictions by law, judgment or court order shall in no way affect any other provisions, and such shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by the vote of eighty percent (80%) of the members of the Association present, in person or by proxy, at a meeting called for such purpose. This Declaration may be amended during the first twenty (20) year period or any subsequent ten (10) year period by an Instrument signed by the duly authorized officers of the Association provided such amendment has been approved by a two-thirds (2/3) vote of members voting in person or by proxy at a regular or special members meeting. (This provision does not, however, apply to instruments recorded by the Declarant pursuant to Article XI of this Declaration). Any amendment to be effective must be recorded. Notwithstanding anything herein to the contrary, so long as the Declarant shall own any Lot or Parcel, no amendment shall diminish, discontinue or in any way adversely affect the rights of the Declarant under this Declaration, nor shall any amendment pursuant to this Section be valid unless approved by Declarant as evidenced by its written joinder.

Section 5. Exception. Anything in this Article XII to the contrary notwithstanding, if any amendment to this Declaration is required at any time by HUD, VA, FHA, FNMA, GNMA or other governmental agency, such amendment shall be effective upon recording of such amendment, as executed by the Declarant, in the public records of Hernando County, Florida, without the necessity of the approval or joinder of any other Owners or the Association. However, no such amendment may adversely affect the lien or priority of any institutional first mortgage recorded prior to the amendment. No approval or joinder of the Association, other Owners or any other party shall be required or necessary to such amendment.

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


ARTICLE XIII

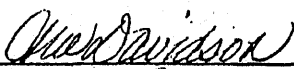
ASSIGNMENT BY DECLARANT

Section 1. Assignment of Rights. Notwithstanding anything to the contrary in this Declaration, Declarant shall have the right to assign, from time to time, in whole or in part, any rights it has under this Declaration. Such assignment may be exclusive, nonexclusive, joint with Declarant, revocable or irrevocable, all at Declarant's sole option. Any such assignment shall not be effective unless and until such assignment has been evidenced by a written instrument and recorded in the public records of the County.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed as of the date noted below.

Signed, sealed and delivered
in the presence of:


Print: SCOTT TORRIE

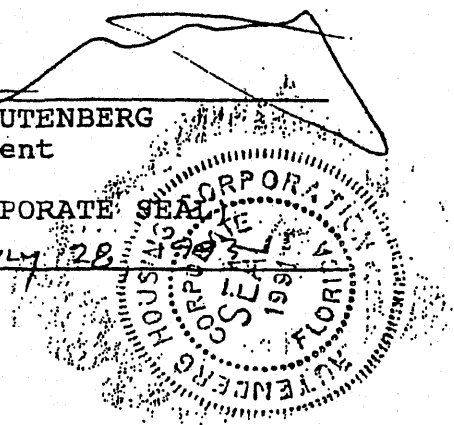

Print: SILVE DAVIDSON

DECLARANT

RUTENBERG HOUSING
CORPORATION, a Florida
corporation

By 
MARC RUTENBERG
President

(CORPORATE SEAL)
Dated: July 28, 1981



Shirlene E. Ovesky
Print: Shirlene E. Ovesky

Scott Torrie
Print: SCOTT TORRIE

Linda J. Ferguson
Print: LINDA L. FERGUSON

Scott Torrie
Print: SCOTT TORRIE

Scott Torrie
Print: SCOTT TORRIE

Jeffrey A. Lettup
Print: Jeffrey A. Lettup

Frank Makosiej
Print: Frank Makosiej

Therese Makosiej
Print: Therese Makosiej

Owners of Lot 10, Block 6

Dated: AUG. 10, 1993

Kenneth Brashear
Print: Kenneth Brashear

Kathleen Brashear
Print: Kathleen Brashear

Owners of Lot 23, Block 4

Dated: July 28, 1993

Ernest Colbert
Print: Ernest Colbert

Lois Colbert
Print: Lois Colbert

Owners of Lot 5, Block 3

Dated: 8-11-93

STATE OF FLORIDA)
COUNTY OF HERNANDO)

THE FOREGOING instrument was acknowledged before me this 28 day of July, 1993, by MARC RUTENBERG in his capacity as President of RUTENBERG HOUSING CORPORATION, a Florida corporation, who is personally known to me or has produced _____ as identification and did/did not take an oath.

Scott Torrie
NOTARY PUBLIC

My Commission Expires:



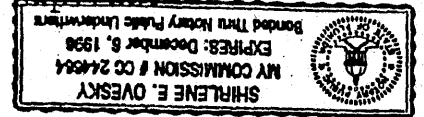
SCOTT TORRIE
MY COMMISSION # CC 245780 EXPIRES
December 13, 1996
BONDED THRU TROY FAH INSURANCE, INC.

STATE OF FLORIDA)
COUNTY OF HERNANDO)

THE FOREGOING instrument was acknowledged before me this 10th
day of August, 1993, by Frank Makosiej and Therese Makosiej
who is/are personally known to me or has produced
_____ as identification and did/did not take an
oath.

Shirlene E. Ovesky
NOTARY PUBLIC

My Commission Expires:



STATE OF FLORIDA)
COUNTY OF HERNANDO)

THE FOREGOING instrument was acknowledged before me this 28
day of JULY, 1993, by Kenneth Brashear and Kathleen
Brashear who is/are personally known to me or has produced
_____ as identification and did/did not take an
oath.

Scott Torrie
NOTARY PUBLIC

My Commission Expires: SCOTT TORRIE
COMMISSION # CC 245780 EXPIRES
December 13, 1996
BONDED THRU TROY FAJN INSURANCE, INC.



STATE OF FLORIDA)
COUNTY OF PASCO)

THE FOREGOING instrument was acknowledged before me this 11th
day of AUGUST, 1993, by Ernest Colbert and Lois Colbert who
is/are personally known to me or has produced
_____ as identification and did/did not take an oath.

Scott Torrie
NOTARY PUBLIC

My Commission Expires:



SCOTT TORRIE
MY COMMISSION # CC 245780 EXPIRES
December 13, 1996
BONDED THRU TROY FAJN INSURANCE, INC.

Dec. Deerl-29/"65"

EXHIBIT "A"

Legal Description

Commence at the Northwest Corner of Section 13, Township 23 South, Range 18 East, Hernando County, Florida, Run thence S00°21'09"W along the West line of said section a distance of 2110.62 feet to the Point of Beginning;

Thence run S89°41'00"E a distance of 328.96 feet;

Thence run N00°19'00"E a distance of 55.00 feet to the P.C. of a curve to the right, said curve having a central angle of 90°00'00" and a radius of 446.44 feet; thence run along the arc of said curve a distance of 701.27 feet to the P.T.;

Thence run S89°41'00"E a distance of 548.56 feet;

Thence run S00°19'00"W a distance of 1876.44 feet to the P.C. of a curve to the left, said curve having a central angle of 90°00'00" and a radius of 25.00 feet; thence run along the arc of said curve a distance of 39.27 feet to the P.T.;

Thence run S89°41'00"E a distance of 20.00 feet

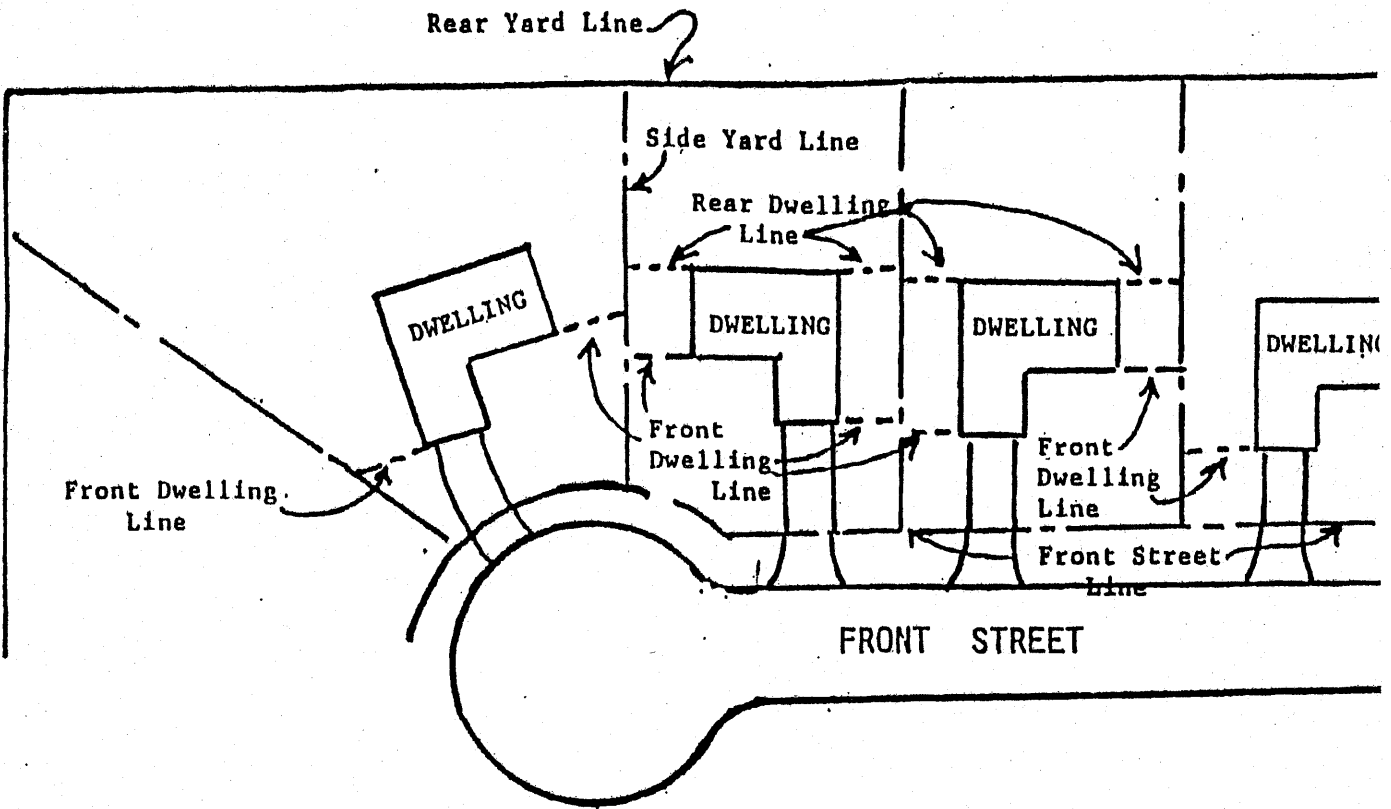
Thence run S00°19'00"W a distance of 60.00 feet to the P.C. of a curve concave to the southeast, said curve having a central angle of 90°00'00" and a radius 25.00 feet; thence run along the arc of said curve a distance of 39.27 feet to the P.T.;

Thence run S00°19'00"W a distance of 331.56 feet to the P.C. of a curve to the left, said curve having a central angle of 90°15'22" and a radius of 25.00 feet; thence run along the arc of said curve a distance of 39.38 feet to the P.T.;

Thence run S00°03'38"W a distance of 18.24 feet to the South line of the North 1/2 of the Southwest 1/4 of said section 13;

Thence run along said south line N89°56'22"W a distance of 1370.62 feet to the West line of said section 13;

Thence run N00°21'53"E along said West line a distance of 1330.52 feet to the west 1/4 corner of said section 13; thence continue along said west line N00°21'09"E a distance of 535.41 feet to the Point of Beginning, less the 1.25 acre D.R.A. as indicated in the Northeast corner of said described lands.



50

**** OFFICIAL RECORDS ****
BK: 1348 PG: 1893

FILE# 2000-029826
HERNANDO COUNTY, FLORIDA

RCD 06M 27 2000 02:12pm
KAREN NICOLAI, CLERK

Prepared by and return to:
Roger A. Larson, Esquire
Johnson, Blakely, Pope, Bokor, Ruppel &
Burns, P.A.
911 Chestnut Street
Clearwater, FL 33756

**AMENDMENT TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS
FOR
DEERFIELD HOMEOWNERS ASSOCIATION**

This Amendment is made this 27th day of JUNE, 2000 by MARC RUTENBERG HOMES, INC., a Florida corporation formerly known as RUTENBERG HOUSING CORPORATION, a Florida corporation ("Declarant") whose mailing address is 2891 Grey Oaks Boulevard, Tarpon Springs, Florida 34689.

J
R

W I T N E S S E I H:

WHEREAS, Declarant has hereto for imposed certain covenants, conditions and restrictions upon real property in Hernando County, Florida by virtue of that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Deerfield recorded August 20, 1993 in Official Record Book 927, Page 955 of the Public Records of Hernando County, Florida (herein, together with any amendments hereto for or hereafter made, collectively called the "Declaration"); and

WHEREAS, Declarant reserved the right in the Declaration pursuant to Article XI, Section 1, to amend the Declaration without the approval or joinder of the Association, other owners, or any other party; and

WHEREAS, Declarant wishes to amend the Declaration by adding Additional Lands as defined in the Declaration such that such Additional Lands shall become

subject to all of the terms of the Declaration as if part of Deerfield as though initially included within the terms thereof;

Now therefore, the Declaration is hereby amended as follows:

1. The Recitals set forth above are true and correct and are incorporated herein by reference.

2. There is hereby added to the Declaration Additional Lands to be subject to the Declaration and all of the terms thereof the real property set forth and described herein on Exhibit "A" attached hereto and made a part hereof.

3. The Declaration, as amended, is hereby incorporated herein by reference as though fully set forth herein and, except as specifically amended herein above is fully ratified and confirmed in its entirety.

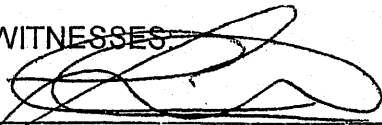
4. Notwithstanding the Additional Lands being added to the Declaration, the Declarant specifically reserves the right as afforded in the Declaration at Section 3 of Article XI, which permits the Declarant to the withdrawal of such Additional Lands under the circumstances set forth therein.

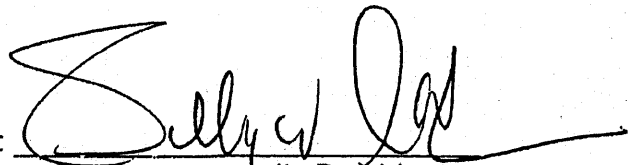
5. This Amendment shall be effective immediately upon its recording in the Public Records of Hernando County, Florida.

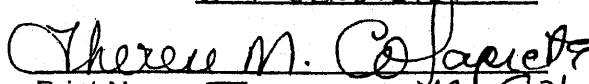
IN WITNESS WHEREOF the undersigned being the Declarant herein has caused this Amendment to Declaration of the Covenants, Conditions and Restrictions for Deerfield to be executed by its duly authorized Officers and affix its corporate seal the day herein first above written.

MARC RUTENBERG HOMES, INC.,
A Florida corporation;

WITNESSES


Print Name: Jean Gondebigan

By: 
_____, Its President


Print Name: Therese M. Colaprete

STATE OF FLORIDA)
COUNTY OF Pinellas)

The foregoing instrument was acknowledged before me this 27th day of June, 2000 by Bill W. Dolence as President of MARC RUTENBERG HOMES, INC., a Florida corporation. [He] [~~She~~] is Personally known to me ✓
OR has produced identification _____ [Driver's license or other].

Therese M. Colaprete
Print Name: Therese M. Colaprete
NOTARY PUBLIC

My commission expires:



Therese M. Colaprete
MY COMMISSION # CC690500 EXPIRES
October 22, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 23 SOUTH, RANGE 18 EAST, ALSO BEING DESCRIBED IN D.R. BOOK 896, PAGE 403 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 13; THENCE ALONG THE WESTERLY BOUNDARY OF SAID SECTION, ALSO ALONG THE EASTERLY BOUNDARY OF SPRINGWOOD ESTATES UNIT 11 AS RECORDED IN PLAT BOOK 22, PAGES 40-43 OF THE PUBLIC RECORDS OF SAID HERNANDO COUNTY SOUTH 00°21'09" WEST, 20.64 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE DEPARTING SAID WESTERLY BOUNDARY, RUNNING 20.65 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY BOUNDARY OF SAID SECTION 13 SOUTH 89°48'25" EAST, 661.37 FEET; THENCE SOUTH 00°19'50" WEST, 1302.07 FEET; THENCE SOUTH 89°51'57" EAST, 661.60 FEET; THENCE SOUTH 00°19'00" WEST, 736.43 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF QUAIL MEADOWS, PHASE 1 AS RECORDED IN PLAT BOOK 18, PAGES 77-79 OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTHERLY BOUNDARY, ALONG THE ARC OF NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 290.00 FEET, AN ARC DISTANCE OF 227.77 FEET, A CENTRAL ANGLE OF 45°00'00", A CHORD WHICH BEARS NORTH 22°11'00" WEST, 221.96 FEET; THENCE NORTH 44°41'00" WEST, 250.46 FEET TO A POINT OF CURVATURE OF A TANGENT, CIRCULAR CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 210.00 FEET, AN ARC DISTANCE OF 78.26 FEET, A CENTRAL ANGLE OF 21°21'10", A CHORD WHICH BEARS NORTH 34°00'24" WEST, 77.81 FEET; THENCE NORTH 89°41'00" WEST, 242.64 FEET TO A POINT OF CURVATURE OF A TANGENT, CIRCULAR CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 446.44, AN ARC DISTANCE OF 701.27 FEET, AND A CENTRAL ANGLE OF 90°00'00", A CHORD FOR WHICH BEARS S 45°19'00" W, 631.36 FEET; THENCE SOUTH 00°19'00" WEST, 55.00 FEET; THENCE NORTH 89°41'00" WEST, 328.96 FEET TO THE SAID WESTERLY BOUNDARY OF SECTION 13; THENCE ALONG SAID WESTERLY BOUNDARY, DEPARTING SAID NORTHERLY BOUNDARY OF QUAIL MEADOWS, PHASE 1, NORTH 00°21'09" EAST, 2089.96 FEET TO THE POINT OF BEGINNING.

**** OFFICIAL RECORDS ****
BK: 1353 PG: 927

FILE# 2000-033449
HERNANDO COUNTY, FLORIDA

RCD 07M 20 2000 01:16pm
KAREN NICOLAI, CLERK

Returns

GENERAL TITLE COMPANY
3953 WEST KENNEDY
TAMPA, FL 33609

R

GENERAL TITLE COMPANY
3953 WEST KENNEDY
TAMPA, FL 33609

Prepared by and returned to:
Roger A. Larson, Esquire
Johnson, Blakely, Pope, Bokor, Ruppel &
Burns, P.A.
911 Chestnut Street
Clearwater, FL 33756

SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
DEERFIELD HOMEOWNERS ASSOCIATION, INC.

This Second Amendment is made this 17th day of July, 2000 by
DEERFIELD HOMEOWNERS ASSOCIATION, INC., (the "Association") whose address
is 2891 Grey Oaks Boulevard, Tarpon Springs, Florida 34689.

W I T N E S S E T H:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for
DEERFIELD HOMEOWNERS ASSOCIATION, INC., was recorded August 20, 1993 in
Official Record Book 927, Page 955 of the Public Records of Hernando County, Florida
("Declaration") and provided at Article XII, Section 4 that an Amendment to the
Declaration may be made provided such Amendment has been approved by 2/3 vote of
the members of the Association voting at a regular or special members meeting and
signed by the authorized officers of the Association; and

WHEREAS, a duly called meeting of the membership occurred and the requisite
number of members voted for the Amendment as hereafter provided;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The recitals set forth are true, accurate and correct and are incorporated herein by reference.

2. Article X, Section 3(a) is hereby deleted from the Declaration and in lieu thereof the following is inserted"

Section 3. Transfer of Control.

(a) Declarant shall transfer control of the Association to the owners no later than the earlier of the following events:

1. When 75% of the Lots have been conveyed to Owners, other than the Declarant; or

2. March 30, 2005.

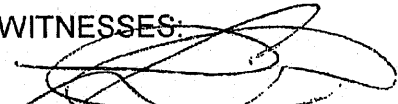
3. The Declaration, as amended, is hereby incorporated by reference as fully set forth herein and, except as specifically amended herein above is hereby ratified and confirmed in its entirety.

4. This Amendment shall be effective immediately upon its recording in the Public Records of Hernando County, Florida.

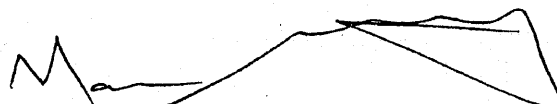
IN WITNESS WHEREOF, the undersigned duly authorized officer of the Association has executed this Amendment and there has been a joinder in the Declarant in the approval of this Amendment.

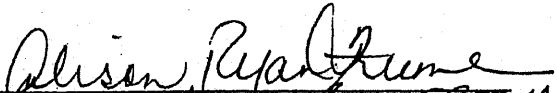
DEERFIELD HOMEOWNERS ASSOCIATION,
INC.,

WITNESSES:



Print Name: JEAN BENDABIEN

By: 
_____, Its President

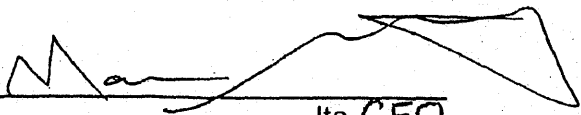


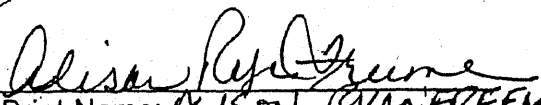
Print Name: ALISON RYAN FREEMAN

MARC RUTENBERG HOMES, INC.,

WITNESSES:


Print Name: JEAN GENDRON

By: 
_____, Its CEO


Print Name: ALISON RYAN FREEMAN

STATE OF FLORIDA)
COUNTY OF Pinellas)

The foregoing instrument was acknowledged before me this 17th day of July, 2000 by Marc Rutenberg as President of DEERFIELD HOMEOWNERS ASSOCIATION, INC. [He] ~~[She]~~ is Personally known to me ✓ OR has produced identification N/A [Driver's license or other].

Patricia Faulks
Print Name: _____
NOTARY PUBLIC

My commission expires:

STATE OF FLORIDA)
COUNTY OF Pinellas)



Patricia Faulks
Commission # GG 910553
Expires Feb. 15, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

The foregoing instrument was acknowledged before me this 17th day of July, 2000 by Marc Rutenberg as CEO of MARC RUTENBERG HOMES, INC., a Florida corporation. [He] ~~[She]~~ is Personally known to me ✓ OR has produced identification N/A [Driver's license or other].

Patricia Faulks
Print Name: _____
NOTARY PUBLIC

My commission expires:



Patricia Faulks
Commission # GG 910553
Expires Feb. 15, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

19.50

**** OFFICIAL RECORDS ****
BK: 1411 PG: 60

FILE# 2001-017235
HERNANDO COUNTY, FLORIDA

RCD 04M 18 2001 02:59pm
KAREN NICOLAI, CLERK

Prepared by and return to:
Roger A. Larson, Esq.
Johnson, Blakely, Pope, Bokor,
Ruppel & Burns, P.A.
911 Chestnut Street
Clearwater, FL 33756

R

**AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR DEERFIELD**

THIS AMENDMENT is made this 10th day of APRIL, 2001, by MARC RUTENBERG HOMES, INC., a Florida corporation formerly known as RUTENBERG HOUSING CORPORATION, a Florida corporation, whose address is 2891 Grey Oaks Boulevard, Tarpon Springs, FL 34689, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, SMINCH ENTERPRISES, INC., a Florida corporation, the original Declarant, has heretofore imposed certain covenants, conditions and restrictions upon real property in Hernando County, Florida, by virtue of that certain Declaration of Covenants, Conditions and Restrictions of Quail Meadows Subdivision, which was recorded on January 27, 1984, in O.R. Book 541, Page 893, of the Public Records of Hernando County, Florida; and

WHEREAS, RUTENBERG HOUSING CORPORATION, as successor Declarant has heretofore filed that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Deerfield, as recorded on August 20, 1993 in O.R. Book 927, page 955, Public Records of Hernando County, Florida (herein, together with any amendments heretofore or hereafter made, collectively called the "Declaration"); and

WHEREAS, Article XII Section 5, of the Declaration provides a means by which Declarant may, from time to time, amend the Declaration without the approval of any Owner or the Association if such Amendment is required by a governmental authority; and

**** OFFICIAL RECORDS ****
BK: 1411 PG: 61

WHEREAS, Declarant has been instructed by Southwest Florida Water Management District ("District") to amend the Declaration to restrict the use of the surface water management system facilities.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. All of the above recitals are true and correct and incorporated herein by reference.

2. Article I Section 34 is hereby added as follows:

"Section 34. Surface Water Management System Facilities. The surface water management facilities shall include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas."

3. Article XIV is hereby added as follows:

ARTICLE XIV
SURFACE WATER MANAGEMENT SYSTEM

Section 1. No construction activities may be conducted relative to any portion of the surface water management system facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. If the project includes a wetland mitigation area, as defined in Section 1.7.24 of the Environmental Resource Permitting Manual, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the District.

**** OFFICIAL RECORDS ****
BK: 1411 PG: 62

Section 2. The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the surface water management system facilities.

Section 3. Any amendment of the Declaration affecting the surface water management system facilities or the operation and maintenance of the surface water management system facilities shall have the prior written approval of the District.

Section 4. If the Association ceases to exist, all of the lot owners, parcel owners or unit owners shall be jointly and severally responsible for the operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility as explained in Subsection 2.6.2.2.4.h. of the Environmental Resource Permitting Manual.

Section 5. For projects which have on-site wetland mitigation as defined in Section 1.7.24 of the Environmental Resource Permitting Manual, which requires ongoing monitoring and maintenance, the Declaration shall include a provision requiring the Association to allocate sufficient funds in its budget for monitoring and maintenance of the wetland area(s) each year until the District determines that the area(s) is successful in accordance with the Environmental Resource Permit.

4. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.

5. This Amendment shall be effective immediately upon its recording in the Public Records of Hernando County, Florida.

**** OFFICIAL RECORDS ****
BK: 1411 PG: 63

IN WITNESS WHEREOF, the undersigned, having caused this Amendment to be executed by its duly authorized officers and affixed its corporate seal the day and year first above written.

Signed, sealed and delivered in the presence of:

MARC RUTENBERG HOMES, INC., a Florida corporation

Therese M. Colaprete
Printed Name: Therese M. Colaprete

By: *Billy W. Dolence*
Print Name: Billy W. Dolence
As: President

Alison R. DeFreese
Printed Name: Alison R. DeFreese

(CORPORATE SEAL)

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 10th day of April, 2001, by Billy W. Dolence as President of MARC RUTENBERG HOMES, INC., a Florida corporation f/k/a RUTENBERG HOUSING CORPORATION, a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

Therese M. Colaprete
Notary Public
Print Name: _____
My commission expires: _____



P. 10.50
C. 3.00

**** OFFICIAL RECORDS ****
BK: 1622 PG: 793

FILE# 2003-006042
HERNANDO COUNTY, FLORIDA

RCD 01M 31 2003 02:29pm
KAREN NICOLAI, CLERK

ASSIGNMENT OF DEVELOPER'S RIGHTS

WHEREAS, the Declaration of Covenants, Restrictions and Conditions for Quail Meadows Subdivision was recorded in O.R. Book 927, page 955, re-recorded in O.R. Book 988, page 47, and amended by instruments recorded in O.R. Book 1348, page 1893, O.R. Book 1353, page 927 and O.R. Book 1411, page 60, all in the public records of Hernando County, Florida (collectively, the "Restrictions"); and

WHEREAS, MARC RUTENBERG HOMES, INC., f/k/a RUTENBERG HOUSING CORPORATION, a Florida corporation, ("Rutenberg"), was the Declarant under the terms and provisions of the Restrictions; and


WHEREAS, Article XIII, Section 1 of the Restrictions provide that the Declarant shall have the authority to assign its rights under the Restrictions;

NOW THEREFORE, in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration by NAPLES BUILDERS, INC., a Florida corporation, ("Naples"), whose mailing address is: Post Office Box 534, Land O'Lakes, Florida 34639, Rutenberg has granted, assigned, transferred and set over, and by these presents does hereby grant, assign, transfer and set over unto Naples all of its rights as Declarant under terms and provisions of the Restrictions. This transfer and assignment is unconditional and unrestricted.


IN WITNESS WHEREOF, Rutenberg has executed this instrument the 22 day of January, 2003.

Signed in our presence:

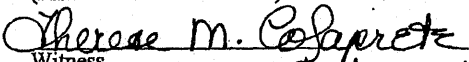
MARC RUTENBERG HOMES, INC.



Witness
Jean Rendonien
(Printed Name of Witness)

BY: 

Marc Rutenberg, President

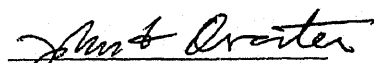


Witness
Therese M. Colaprete
(Printed Name of Witness)

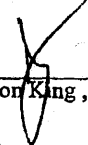
ACCEPTANCE

13 THE foregoing Assignment of Developer's Rights is hereby accepted by the undersigned this day of January, 2003.

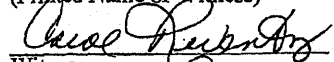
NAPLES BUILDERS, INC.



Witness
John G. REVENTAS
(Printed Name of Witness)

BY: 

Ron King, President



Witness
Carol Reventas
(Printed Name of Witness)

R This instrument was prepared by
Daryl W. Johnston
JOHNSTON & SASSER, P.A.
P.O. Box 997
Brooksville, Florida 34605

STATE OF FLORIDA
COUNTY OF Pinellas

C.E.O.

THE foregoing instrument was acknowledged before me by MARC RUTENBERG, as President of MARC RUTENBERG HOMES, INC., f/k/a RUTENBERG HOUSING CORPORATOIN, a Florida corporation, who is personally known to me, or who produced _____ as identification, this 22nd day of January, 2003.

Therese M. Colaprete
Notary Public

(Printed Name of Notary Public)

My commission expires:



Therese M. Colaprete
COMMISSION # DD050444 EXPIRES
October 22, 2005
BONDED THRU TROY PAW INSURANCE INC

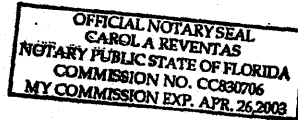
STATE OF FLORIDA
COUNTY OF

THE foregoing instrument was acknowledged before me by RON KING, as President of NAPLES BUILDERS, INC., a Florida corporation, who is personally known to me, or who produced _____ as identification, this 13 day of January, 2003.

Carol A. Reventas
Notary Public

(Printed Name of Notary Public)

My commission expires:



OFFICIAL NOTARY SEAL
CAROL A. REVENTAS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC830706
MY COMMISSION EXP. APR. 26, 2003

ASSIGNMENT OF DEVELOPER RIGHTS

WHEREAS, the Declaration of Covenants, Restrictions and Conditions for Quail Meadows Subdivision was recorded in O.R. Book 927, page 955, re-recorded in O.R. Book 988, page 47, and amended by instruments recorded in O.R. Book 1348, page 1893, O.R. Book 1353, page 927 and O.R. Book 1411, page 60, and O.R. Book 1622 page 793, all in the public records of Hernando County, Florida (collectively, the "Restrictions"); and

WHEREAS, NAPLES BUILDERS INC., A Florida corporation, was the Declarant under the terms and provisions of the Restrictions; and

WHEREAS, Article XIII, Section 1 of the Restrictions provide that the Declarant shall have the authority to assign its rights under the Restrictions;

NOW THEREFORE, in consideration of the sum of TEN DOLLARS AND NO/100 (\$10.00), and other good and valuable consideration by RONALD KING CONSTRUCTION, INC. whose mailing address is: P.O. Box 628, Land O'Lakes, FL 34639 and FLORIDA HOME SPECIALISTS, P.A., whose mailing address is: P.O. Box 534, Land O'Lakes, Florida 34639, both Florida corporations. Naples builders Inc. has granted, assigned, transferred and set over, and by these presents does hereby grant, assign, transfer and set over unto Ronald King Construction, Inc. and Florida Home Specialists, P.A. all of its rights as Declarant under terms and provisions of the Restrictions. This transfer and assignment is unconditional and unrestricted.

IN WITNESS WHEREOF, Naples Builders Inc. has executed this instrument this 14 day of March 2003.

Signed in our presence:
Thomas Gilchrist
Witness
THOMAS GILCHRIST
Printed name of witness
Robert Mullins
Witness
Robert Mullins
Printed name of witness

NAPLES BUILDERS, INC.
by: John Reventas
John Reventas, Vice President
FILE# 2003-015672
HERNANDO COUNTY, FLORIDA
RCD 03M 14 2003 02:19pm
KAREN NICOLAI, CLERK

ACCEPTANCE

THE foregoing Assignment of Developer's Rights is hereby accepted by the undersigned this 14 day of March 2003.


Thomas Gilchrist
Witness
THOMAS GILCHRIST
Printed name of witness
Robert Mullins
Witness
Robert Mullins
Printed name of witness
Thomas Gilchrist
Witness
THOMAS GILCHRIST
Printed name of witness
Robert Mullins
Witness
Robert Mullins
Printed name of witness

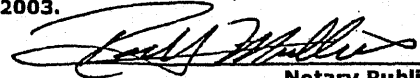
RONALD KING CONSTRUCTION, INC.
Ronald King
Ronal King, President

Florida Home Specialists, P.A.
Carol A. Reventas
Carol A. Reventas, President

STATE OF FLORIDA
COUNTY OF HERNANDO

THE foregoing instrument was acknowledged before me by JOHN REVENTAS, as Vice President of NAPLES BUILDERS INC., a Florida corporation, who is personally known to me, or who produced Known As identification, this 14 day of March 2003.

 Robert Mullins
My Commission CC992095
Expires February 25 2005



Notary Public

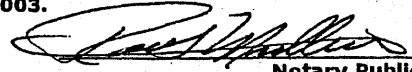
Robert Mullins
Printed name of Notary Public

My commission expires: 2-25-05

STATE OF FLORIDA
COUNTY OF HERNANDO

THE foregoing instrument was acknowledged before me by Ronald King, as President of RONALD KING CONSTRUCTION, INC., a Florida corporation, who is personally known to me, or who produced Known As identification, this 14 day of March 2003.

 Robert Mullins
My Commission CC992095
Expires February 25 2005



Notary Public

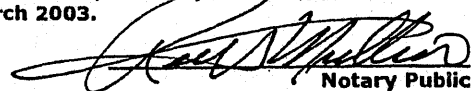
Robert Mullins
Printed name of Notary Public

My commission expires: 2-25-05

STATE OF FLORIDA
COUNTY OF HERNANDO

THE foregoing instrument was acknowledged before me by Carol A. Reventas, as President of FLORIDA HOME SPECIALISTS, P.A, a Florida corporation, who is personally known to me, or who produced Known As identification, this 14 day of March 2003.

 Robert Mullins
My Commission CC992095
Expires February 25 2005


Notary Public

Robert Mullins
Printed name of Notary Public

My commission expires: 2-25-05

STATE OF FLORIDA
COUNTY OF HERNANDO
I hereby certify that the foregoing is a true and correct copy of the original of file in my office.
Witness my hand and official seal this 14th day of March 2003.
Robert Mullins
Notary Public
My Commission Expires February 25, 2005

FILE# 2003-080645
HERNANDO COUNTY, FLORIDA

RCD 11M 26 2003. 01:18pm
KAREN NICOLAI, CLERK

Prepared by and return to:
Ronald King Construction, Inc.
P.O. Box 628
Land O'Lakes, FL 34639

**AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
DEERFIELD HOMEOWNERS ASSOCIATION, INC.**

This Amendment is made this 25 day of November 2003
by DEERFIELD HOMEOWNERS ASSOCIATION, INC. (the "Association")
whose address is 15471 Atwater Dr., Brooksville, Florida 34604.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for DEERFIELD HOMEOWNERS ASSOCIATION, INC. was recorded August 20, 1993 in Official Record Book 927, Page 955 and Amended and recorded the 20th day of July 2000, in Official Record Book 1353, page 927 of the Public Records of Hernando County, Florida ("Declaration") and provided at Article XII, Section 4 that an Amendment to the Declaration may be made provided such Amendment has been approved by 2/3 vote of the members of the Association voting at a regular or special members meeting and signed by the authorized officers of the Association; and

WHEREAS, a duly called meeting of the membership occurred and the requisite number of members voted for the Amendment as hereafter provided;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The recitals set forth are true, accurate and correct and are incorporated herein by reference.
2. Article X.Section 3(a) is hereby deleted from the Declaration and in lieu thereof the following is inserted:

Section 3. Transfer of Control.

- (a) Declarant shall transfer control of the Association to the owners no later than the earlier of the following events:
 1. When 75% of the lots to be developed have been conveyed to Owners, other than Declarant; or
 2. March 30, 2008.

3. The Declaration, as amended, is hereby incorporated by reference as fully set forth herein and, except as specifically amended herein above is hereby ratified and confirmed in its entirety.

4. This Amendment shall be effective immediately upon its recording in the Public Records of Hernando County, Florida.

IN WITNESS WHEREOF, the undersigned duly authorized officer of the Association, has executed this Amendment and there has been a joinder in the Declarant in the approval of this Amendment.

11-10-03
1003.000

2

DEERFIELD HOMEOWNERS ASSOCIATION, INC.,

WITNESSES:

[Signature]
Print Name: Robert Mullins

By: [Signature]
Ronald King, its President

[Signature]
Print Name: JOHN REVENTAS

WITNESSES: [Signature] RONALD KING CONSTRUCTION, Inc.

Print Name: JOHN REVENTAS

By: [Signature]
Ronald King, its President

WITNESSES: [Signature] FLORIDA HOME SPECIALISTS, P.A.

Print Name: JOHN REVENTAS

By: [Signature]
Carol Reventas, its President

[Signature]
Print Name: Robert Mullins

State of Florida
County of Hernando

The foregoing instrument was acknowledged before me this 25th day of November 2003 by Ronald King as President of DEERFIELD HOMEOWNERS ASSOCIATION, INC. (He) is personally known to me or has produced Driver's License as identification.

[Signature]
Notary Public

Seal:



Robert Mullins
My Commission CC992095
Expires February 25 2005

State of Florida
County of Hernando

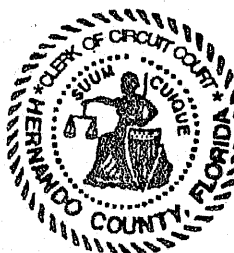
The foregoing instrument was acknowledged before me this 25th day of November, 2003 by Ronald King as President of Ronald King Construction, Inc. a Florida Corporation, and Carol Reventas as President of Florida Home Specialists, P.A. They are personally known to me or produced Driver's License as identification.

[Signature]
Notary Public

Seal:



Robert Mullins
My Commission CC992095
Expires February 25 2005



STATE OF FLORIDA
COUNTY OF HERNANDO

This is to certify that the foregoing is a true and correct copy of the original on file in my office.

Witness my hand and official seal this 11-26 2003
Karen Nicolai, Clerk Circuit Ct.
By: [Signature] Deputy Clerk

THIRD AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS
FOR DEERFIELD HOMEOWNERS ASSOCIATION

THIS AMENDMENT is made this 14 day of Sept. 2004 by Deerfield Homeowners Association, Inc., (the "Association"), whose mailing address is 155471 Atwater Drive, Brooksville, FL 34604.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Deerfield Homeowners Association, Inc., was recorded August 20, 1993, in Official Record Book 927, at Page 955, and Amended and recorded the 20th day of July 2000, in Official Record Book 1353, at Page 927, of the Public Records of Hernando County, Florida ("Declaration") and provided at Article XII, Section 4, that an Amendment to the Declaration may be made provided such Amendment has been approved by 2/3 vote of the members of the Association voting at a regular or special members meeting and signed by the authorized officers of the Association; and

WHEREAS, a duly called meeting of the membership occurred and the requisite number of members voted for the Amendment as hereafter provided;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The Recitals set forth above are true and correct and are incorporated by reference.
2. Article III, Section 3, is amended to read:

No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner or any family member, tenant or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. Owners shall respect the right of quiet enjoyment of other Owners and shall comply with the County noise ordinance as from time to time amended. No Owner may maintain, treat, landscape, sod or place or erect any improvement or structure of any kind on the Common Area without the prior written approval of the Board of Directors, which approval may be arbitrarily withheld at the discretion of the Board.

H2
OFFICIAL RECORDS
BK: 1900 PG: 106

3. The second paragraph of Article IX, Section 5, is amended to read:

Notwithstanding anything to the contrary contained in this Article IX, Section 5, Owners shall be permitted to have on their lots utility/storage sheds and same shall be located in the rear yard and kept in a fenced-in backyard of the lot so as to be completely hidden from view of the street and public. Storage sheds shall be no more than six (6) feet in wall height and shall be similar construction and appearance as the outside of the home, including cement block or wood construction, parge coat, painting and roof shingles. Existing sheds as of the date of this amendment are not affected by this amendment until such time as same is replaced. Attention is hereby directed to Article IX, Section 8 below, for type of fence which shall be permitted in Deerfield.

4. The second paragraph of Article IX, Section 8, is amended to read:

Subject to the further terms and conditions of this Section, as to any fence, wall or hedge erected or maintained pursuant to this Section, such fence, wall or hedge may be constructed or maintained to a height not to exceed six (6) feet. Any fence erected or maintained pursuant to this paragraph shall be made of white vinyl resin construction or better, as technology improves. Any existing wood fence as of the date of this amendment will not be affected until such time as it is replaced. Provided, however, that any fence that abuts or runs along the boundary of any pond, lake or water body within the Properties shall not exceed four (4) feet in height and shall be either (a) an open picket, white wrought iron or imitation white wrought iron (i.e., aluminum) fence, or (b) a 2" x 2" cedar open picket fence. In addition, any such fence bordering, abutting, or running along the boundary of any pond, lake or water body within the Properties shall be a minimum of ten (10) feet inside the Owner's Lot property line. Further, any such fence shall, prior to its construction or erection, require the prior written consent of the Declarant or Landscape and Architectural Review committee, as the case may be.

5. Article IX, Section 15, is amended to add two sentences at the end of the first paragraph, to read:

All owners of Lots shall maintain their property from pavement to rear property line and both side property lines. In the case of a corner Lot, owners shall maintain the corner lots from pavement to rear property line and both side property lines and to the pavement on side property line, including utility easements and county right-of-way.

6. Article IX, Section 18, is amended to add the following to the end of the second paragraph, to read:

All mailboxes shall be white with white posts. An existing mailbox of the date of this amendment is not affected by this amendment until such time as same is replaced.

7. Article IX, Section 21, is created to read:

Basketball goals, either portable or fixed, are strictly prohibited on individual Lot owner property.

8. Article XII, Section 2, is amended to read:

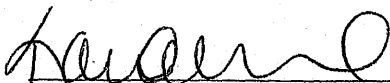
The Association and any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or as may be expressly authorized by deed restrictions as described in Section 1 above. Any Owner in violation of the deed restrictions shall be notified by the Association and given a minimum of fifteen (15) days within which to correct the violation. If the violation is not corrected and attorney's fees and costs are incurred to enforce the restrictions including, but not limited to, correspondence from the Association's attorney, the Owner and Owner's Lot will be specially assessed the attorney's fees and costs. Failure of the Association or any Owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter.

If a person or party is found in any proceeding to be in violation of or attempting to violate the provisions of this Declaration or such deed restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees through the appellate level incurred by the party enforcing them. Declarant shall not be obligated to enforce this Declaration or such deed restrictions and shall not in any way or manner be held liable or responsible for any violation of this Declaration or such deed restrictions by any person other than itself.

9. This Amendment shall be effective immediately upon recording in the Public Records of Hernando County, Florida.

IN WITNESS WHEREOF, the undersigned duly authorized officer of the Declarant has executed this Amendment.

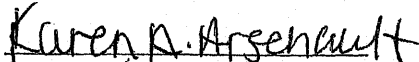
RONALD KING CONSTRUCTION, INC.



Witness Signature

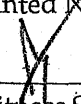
By 

Ronald King, its President



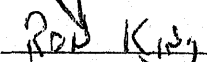
Printed Name of Witness

FLORIDA HOME SPECIALISTS, P.A.


Witness Signature


By 

Carol Reventas, its President



Printed Name of Witness

THE FOREGOING instrument was acknowledged before me this 14 day of Sept 2004 by Ronald King, as President of Ronald King Construction, Inc., who is personally known to me or who produced _____ as identification.

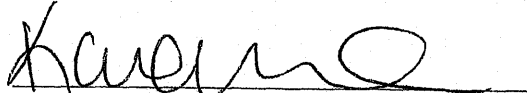

Notary Public

My commission expires:



KAREN A. ARSENAULT
Notary Public, State of Florida
My comm. exp July 16, 2006
Comm. No. DD134733

THE FOREGOING instrument was acknowledged before me this 14 day of Sept 2004 by Carol Reventas, as President of Florida Home Specialists, P.A., who is personally known to me or who produced _____ as identification.


Notary Public

My commission expires:



KAREN A. ARSENAULT
Notary Public, State of Florida
My comm. exp July 16, 2006
Comm. No. DD134733

R Return to: Deerfield Homeowners Association
P.O. BOX ~~15478~~ Brooksville FL
15758 34604

PREPARED BY: DARYL JOHNSTON,
29 S. BROOKSVILLE AVE
BROOKSVILLE FL 34601

**FIFTH AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS
FOR DEERFIELD HOMEOWNERS ASSOCIATION**

THIS AMENDMENT is made this 4 day of March 2005 by Deerfield Homeowners Association, Inc., (the "Association"), whose mailing address is 15471 Atwater Drive, Brooksville, FL 34604.

Doc# 2005017896
Hernando County, Florida
03/08/2005 1:51PM
KAREN NICOLAI, Clerk

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Deerfield Homeowners Association, Inc., was recorded August 20, 1993, in Official Record Book 927, at Page 955, and Amended and recorded the 20th day of July 2000, in Official Record Book 1353, at Page 927, of the Public Records of Hernando County, Florida ("Declaration") and provided at Article XII, Section 4, that an Amendment to the Declaration may be made provided such Amendment has been approved by 2/3 vote of the members of the Association voting at a regular or special members meeting and signed by the authorized officers of the Association; and

WHEREAS, a duly called meeting of the membership occurred on February 17, 2005, and the requisite number of members voted for the Amendment as hereafter provided;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The Recitals set forth above are true and correct and are incorporated by reference.
2. Article IX, Section 3 - Dwelling Units is amended to add the following language:
 - A. Notwithstanding anything to the contrary contained herein, each garage shall accommodate a minimum of two (2) motor vehicles. In the event any home now containing a one-car garage is rebuilt, modified or reconstructed, such construction shall accommodate a minimum of two (2) motor vehicles.
 - B. Notwithstanding anything to the contrary contained herein, height restrictions are amended as follows:
 - (1) On lots platted after December 31, 2004, no dwelling unit shall exceed two (2) stories or thirty-five feet (35') in height.

- (2) The following lots in Phase 3 will be allowed only single story homes: Lots 16, 17, 18 and 19.
- (3) The following lots in Phase 4 will be allowed only single story homes: Lots 20, 21, 22, 23, 24 and 25.

3. This Amendment shall be effective immediately upon recording in the Public Records of Hernando County, Florida.

IN WITNESS WHEREOF, the undersigned duly authorized officer of the Declarant has executed this Amendment.

RONALD KING CONSTRUCTION, INC.

[Signature]
Witness Signature

By [Signature] Ronald King, its President

R

Karen A. Arsenault
Printed Name of Witness

15464 CAMBRIDGE DR
BROOKSVILLE FL 34604

[Signature]
Witness Signature

FLORIDA HOME SPECIALISTS, P.A.

Frank Makosiej
Printed Name of Witness

By [Signature]
Carol Reventas, its President

THE FOREGOING instrument was acknowledged before me this 4 day of March 2005 by Ronald King, as President of Ronald King Construction, Inc., who is personally known to me or who produced _____ as identification.



KAREN A. ARSENAULT
Notary Public, State of Florida
My comm. exp July 16, 2006
Comm. No. DD134733

[Signature]
Notary Public

My commission expires:

THE FOREGOING instrument was acknowledged before me this 4 day of March 2005 by Carol Reventas, as President of Florida Home Specialists, P.A., who is personally known to me or who produced _____ as identification.



KAREN A. ARSENAULT
Notary Public, State of Florida
My comm. exp July 16, 2006
Comm. No. DD134733

[Signature]
Notary Public

My commission expires:

18.5
cc

SIXTH AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS
FOR DEERFIELD HOMEOWNERS ASSOCIATION

THIS AMENDMENT is made this 9th day of MAY 2005 by Deerfield Homeowners Association, Inc., (the "Association"), whose mailing address is 15471 Atwater Drive, Brooksville, FL 34604.

Doc# 2005039540
Hernando County, Florida
05/11/2005 2:04PM
KAREN NICOLAI, Clerk

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Deerfield Homeowners Association, Inc., was recorded August 20, 1993, in Official Record Book 927, at Page 955, and Amended and recorded the 20th day of July 2000, in Official Record Book 1353, at Page 927, of the Public Records of Hernando County, Florida ("Declaration") and provided at Article XII, Section 4, that an Amendment to the Declaration may be made provided such Amendment has been approved by 2/3 vote of the members of the Association voting at a regular or special members meeting and signed by the authorized officers of the Association; and

WHEREAS, a duly called meeting of the membership occurred on 5-9-05 2005, and the requisite number of members voted for the Amendment as hereafter provided;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The Recitals set forth above are true and correct and are incorporated by reference.
2. Article III is amended to add the following:

Section 10. Lease Restrictions. No Owner(s) shall lease or otherwise allow anyone, other than said Owner(s) and his/her/their immediate family, to live in their unit for a period of one year after acquiring ownership. After the initial one year term, the unit may be leased subject to any reasonable rules and regulations passed from time to time by the Board of Directors including, but not limited to, minimum rental periods.

The one year prohibition shall not apply to a first mortgage holder taking title via a Certificate of Title or Deed in Lieu of Foreclosure; but shall apply to a first mortgage holder taking title via a Certificate of Title or Warranty Deed. This provision shall take effect upon filing in the Official Records of Hernando County, Florida, and the one year prohibition shall apply to any owners taking title after said date, with the remainder of this paragraph applying to all Owners present and future. Any lease for the rental of any unit in the

Subdivision shall provide that the Association will have the power of attorney to act on behalf of the Owner(s) should it become necessary to have the tenancy terminated and the tenant(s) removed for his/her/their failure to abide by the terms of this Declaration and/or any rules and regulations of the Association. In such situations the Owner(s) would bear full financial responsibility of any expense necessitated by the Association having to enforce the Deed Restrictions, including but not limited to, eviction of the tenant.. Any Owner(s) leasing their property will provide a copy of said lease to the Association at the time of signing the lease.

OFFICIAL RECORDS
BK: 2022 PG: 81

3. This Amendment shall be effective immediately upon recording in the Public Records of Hernando County, Florida.

IN WITNESS WHEREOF, the undersigned duly authorized officer of the Declarant has executed this Amendment.

RONALD KING CONSTRUCTION, INC.

[Signature]
Witness Signature

By [Signature]
Ronald King, its President

Karen A. Arsenault
Printed Name of Witness

FLORIDA HOME SPECIALISTS, P.A.

[Signature]
Witness Signature

By [Signature]
Carol Reventas, its President

John Iannone
Printed Name of Witness

THE FOREGOING instrument was acknowledged before me this 9 day of ~~April~~ ^{May} 2005 by Ronald King, as President of Ronald King Construction, Inc., who is personally known to me or who produced _____ as identification.



KAREN A. ARSENAULT
Notary Public, State of Florida
My comm. exp July 16, 2006
Comm No. DD134733

[Signature]
Notary Public

My commission expires:

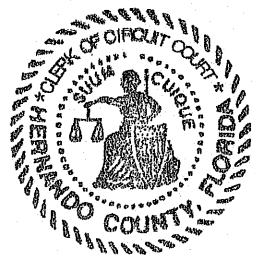
THE FOREGOING instrument was acknowledged before me this 9 day of ~~April~~ ^{May} 2005 by Carol Reventas, as President of Florida Home Specialists, P.A., who is personally known to me or who produced _____ as identification.



KAREN A. ARSENAULT
Notary Public, State of Florida
My comm. exp July 16, 2006
Comm. No. DD134733

[Signature]
Notary Public

My commission expires:



STATE OF FLORIDA
COUNTY OF HERNANDO

This is to certify that the foregoing is a true and correct copy of the original on file in my office.

Witness my hand and official

seal this 5/11 2005
Karen Nicolai, Clerk Circuit Ct.

By: [Signature] Deputy Clerk

**EIGHTH AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS
FOR DEERFIELD HOMEOWNERS ASSOCIATION**

THIS AMENDMENT is made this 23rd day of August, 2005 by Deerfield Homeowners Association, Inc., (the "Association"), whose mailing address is P.O. Box 15758 Brooksville, FL 34604.

WITNESSETH:

OFFICIAL RECORDS
BK: 2092 PG: 996

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Deerfield were recorded August 20, 1993, in Official Record Book 927, at Page 955, public records of Hernando County, Florida, and have been amended six times prior to this amendment and recorded as follows:

1. Amendment dated June 27, 2000, recorded at Official Records Book 1348, Page 1893, Public Records of Hernando County, Florida;
2. Amendment dated July 17, 2000, recorded at Official Records Book 1353, Page 927, Public Records of Hernando County, Florida;
3. Amendment dated April 10, 2001, recorded at Official Records Book 1411, Page 60, Public Records of Hernando County, Florida;
4. Amendment dated November 25, 2003, recorded at Official Records Book 1762, Page 893, Public Records of Hernando County, Florida;
5. Amendment dated September 14, 2004, recorded at Official Records Book 1900, Page 1069, Public Records of Hernando County, Florida;
6. Amendment dated March 4, 2005, recorded at Official Records Book 1983, Page 1170, Public Records of Hernando County, Florida;
7. Amendment dated May 9, 2005, recorded at Official Records Book 2022, Page 814, Public Records of Hernando County, Florida;

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Deerfield as set forth above are collectively referred to as the "Declaration", and it is provided at Article XII, Section 4, that an Amendment to the Declaration may be made provided such Amendment has been approved by 2/3 vote of the members of the Association voting at a regular or special members meeting and signed by the authorized officers of the Association; and

WHEREAS, a duly called special meeting of the membership occurred on August 22, 2005 and the requisite number of members voted for the Amendment as hereafter provided;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The Recitals set forth above are true and correct and are incorporated by reference.
2. Article III, Section 10 (which Section was added in the Sixth Amendment to Amended and Restated Declaration of Covenants, Restrictions and Conditions of Deerfield Homeowners Association) is amended to add the following language at the end of Section 10:

Any sums expended by the Association to enforce this restrictions shall, upon written demand, be immediately due and payable by the Owner to the Association, and the Association shall have the same remedies to enforce collection of such sums as for other unpaid assessments hereunder.

PREPARED BY: DARYL JOHNSTON

RETURN TO: JOHN REVENTAS

15464 CAMBRIA DR.

BROOKSVILLE FL. 34604

3. Article VIII, Section 3, is amended to add the following language at the end of the section:

Any sums expended by the Association to enforce this restriction shall include, but shall not be limited to, attorneys' fees, telephone expenses, postage, management fees and accounting fees.

4. Article VIII, Section 5, is amended to require a late charge of \$25.00 on any assessment payment which is not received by the Association within ten days after it becomes due.

5. Article X, Section 3 (a) of the Declaration is hereby deleted and in lieu thereof the following inserted:

Section 3. Transfer of Control.

(a) Declarant shall transfer control of the Association to the owners no later than the earlier of the following events:

- 1. When 90% of the lots to be developed have been conveyed to owners, other than Declarant; or
- 2. March 30, 2010.

6. This Amendment shall be effective immediately upon recording in the Public Records of Hernando County, Florida.

IN WITNESS WHEREOF, the undersigned duly authorized officer of the Declarant has executed this Amendment.

RONALD KING CONSTRUCTION, INC.

By [Signature]
Ronald King, its President

FLORIDA HOME SPECIALISTS, P.A.

By [Signature]
Carol Reventas, its President

[Signature]
Witness Signature
Karen A. Arsenault
Printed Name of Witness

[Signature]
Witness Signature
Heather Messier
Printed Name of Witness

THE FOREGOING instrument was acknowledged before me this 23rd day of August 2005 by Ronald King, as President of Ronald King Construction, Inc., who is personally known to me or who produced _____ as identification.

[Signature]
Notary Public
KAREN A. ARSENAULT
Notary Public, State of Florida
My comm. exp July 16, 2006
Comm. No. DD134733

My commission expires:

THE FOREGOING instrument was acknowledged before me this 23 day of _____ 2005 by Carol Reventas, as President of Florida Home Specialists, P.A., who is personally known to me or who produced _____ as identification.

[Signature]
Notary Public

My commission expires:



STATE OF FLORIDA
COUNTY OF HERNANDO
This is to certify that the foregoing is a true and correct copy of the original on file in my office.
Witness my hand and official seal this 23rd day of August 2005
Karen Nicolai, Clerk Circuit Ct.
By [Signature] Deputy Clerk



KAREN A. ARSENAULT
Notary Public, State of Florida
My comm. exp July 16, 2006
Comm. No. DD134733

2009039103
ROBIN 2670/1792

OFFICIAL RECORDS
BK: 2670 PG: 1792

LT1-2-2009039103-1

LT2-2670-1792-2

07/24/2009 10:10AM # Pages 2
Filed & Recorded in Official Records of
HERNANDO COUNTY CLERK OF COURT
KAREN NICOLAI

Prepared by and return to:
Deerfield Homeowners' Association, Inc.
P.O. Box 15758, Brooksville, FL 34604
Phone: 352-796-0738/FAX:352-796-1575

NINTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS
AND CONDITIONS FOR DEERFIELD HOMEOWNERS' ASSOCIATION, INC.

THIS AMENDMENT, is made this 22 day of July 2009 by Deerfield Homeowners' Association, Inc. (the "Association"), whose mailing address is P.O. Box 15758, Brooksville, FL 34604.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Deerfield Homeowners' Association, Inc. was recorded August 20, 1993, in Official Record Book 927 at Page 955 and Amended and recorded the 20th day of July 2000, in Official Record Book 1353, at Page 927 of the Public Records of Hernando County, Florida ("Declaration") and provided at Article XII, Section 4, that an Amendment to the Declaration may be made provided such Amendment has been approved by 2/3 vote of the members of the Association voting at a regular or special members meeting and signed by the authorized officers of the Association; and

WHEREAS, a duly called special meeting of the membership occurred on July 20, 2009, and the requisite number of members voted for the Amendment as hereafter provided:

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The Recitals set forth above are true and correct and are incorporated by reference.
2. Article IX Section 6. Commercial Uses and Nuisances is amended as follows:
No trade, business, profession or other type of commercial activity shall be carried on upon any Lot, except as hereinafter provided for Declarant and except that real estate brokers, owners and their agents may show Dwelling Units in the Properties for a sale or lease. Nothing shall be done on any lot which may become a nuisance or an unreasonable annoyance to the neighborhood. Every person, firm or corporation purchasing a lot in the properties recognizes that Declarant, its agents or designated assigns have the right to (i) use lots or dwelling units erected thereon for sales offices, field construction offices, storage facilities and general business offices; (ii) maintain fluorescent lighted or spotlighted furnished model dwelling units in the properties open to the public for inspection seven (7) days per week for such hours that are deemed necessary; and (iii) to construct additional dwelling units and other improvements upon the properties. Declarant's rights under the preceding sentence, except that of construction of Dwelling units and other improvements, shall terminate on January 1, 2020, or at such time that all platted dwelling units are completed, whichever comes first. It is the express intention of this Section that the rights granted to Declarant to maintain sales offices, general business offices and model Dwelling Units shall not be restricted or limited to Declarant's sales activity relating to the Properties, but shall also benefit Declarant in the construction, development and sale of such other real property which Declarant may own.
3. Article IX Section 18. Architectural Conformity
Except as to work performed by the Declarant, which shall be exempt from the provisions of this Section 18, prior to the commencement of the work described therein, all building plans and specifications (including plot plan, grading plan and material lists) for the original construction, alteration or additions of structures or for the erection of hedges or fences, and all plans for the

landscaping of lots, and all plans or agreements relating to the appearance, colors and materials to be used on the exterior of a structure, shall be approved in writing by the Landscape and Architectural Review Committee. The Landscape and Architectural Review Committee shall have the absolute right to approve or disapprove said plans for any reason including aesthetic considerations. All plans must be sent to the Landscape and Architectural Review Committee by registered mail or certified mail, return receipt requested, to P.O. Box 15758, Brooksville, FL 34604, or such other address as the Deerfield Board of Directors may hereafter from time to time designate in writing, as well as to the address established for the Landscape and Architectural Review Committee, as the same may be changed from time to time. Any plans not approved within thirty (30) days after their receipt by the Landscape and Architectural Review Committee shall be deemed disapproved. The rights granted to the Declarant under this Section shall terminate on January 1, 2020 or at such time that all platted dwelling units are completed, whichever comes first.

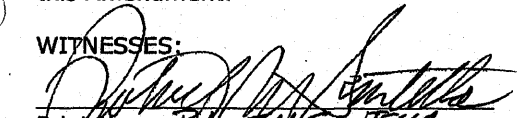
4. Article IX, Section 5 Amendment Three #3 Use of Accessory Structures

The second paragraph of the Article IX, Section 5 Amendment Three, #3, is amended to read: Notwithstanding anything to the contrary contained in this Article IX, Section 5, Owners shall be permitted to have on their lots utility/storage sheds and same shall be located in the rear yard and kept in a fenced in backyard of the lot so as to be completely hidden from view of the street and public. Storage shed shall be no more than six (6) feet in wall height and shall be similar in color to the existing dwelling or a neutral color. All sheds must be approved by Hernando County Permitting and its Ordinances. Existing sheds as of the date of this amendment are not affected by this amendment until such time as same is replaced. Attention is hereby directed to Article IX, Section 8 Amendment Three for the type of fence which shall be permitted in Deerfield.

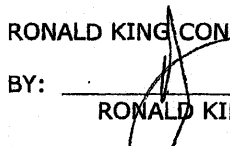
5. This Amendment shall be effective immediately upon recording in the Public Records of Hernando County, Florida.

IN WITNESS WHEREOF, the undersigned duly authorized officer of the Declarant has executed this Amendment.

WITNESSES:


Print Name: ROBERT M. SANTELLA

RONALD KING CONSTRUCTION, INC.

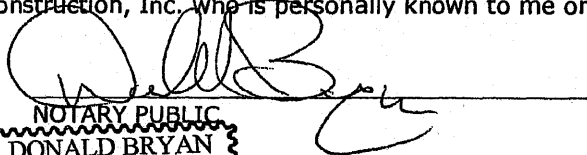
BY: 
RONALD KING, its President


Print Name: DONALD BRYAN

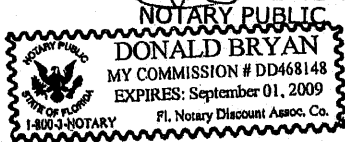
FLORIDA HOME SPECIALISTS, P.A.

BY: 
CAROL REVENTAS, its President

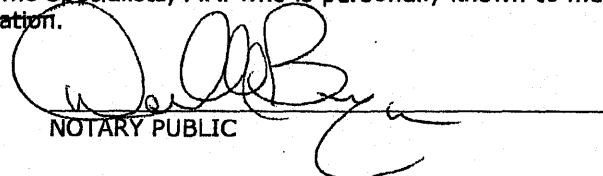
THE FOREGOING instrument was acknowledged before me this 22 day of July 2009 by Ronald King, as President of Ronald King Construction, Inc. who is personally known to me or who produced _____ as identification.



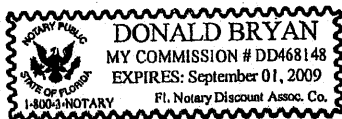
My commission expires: 9-1-09

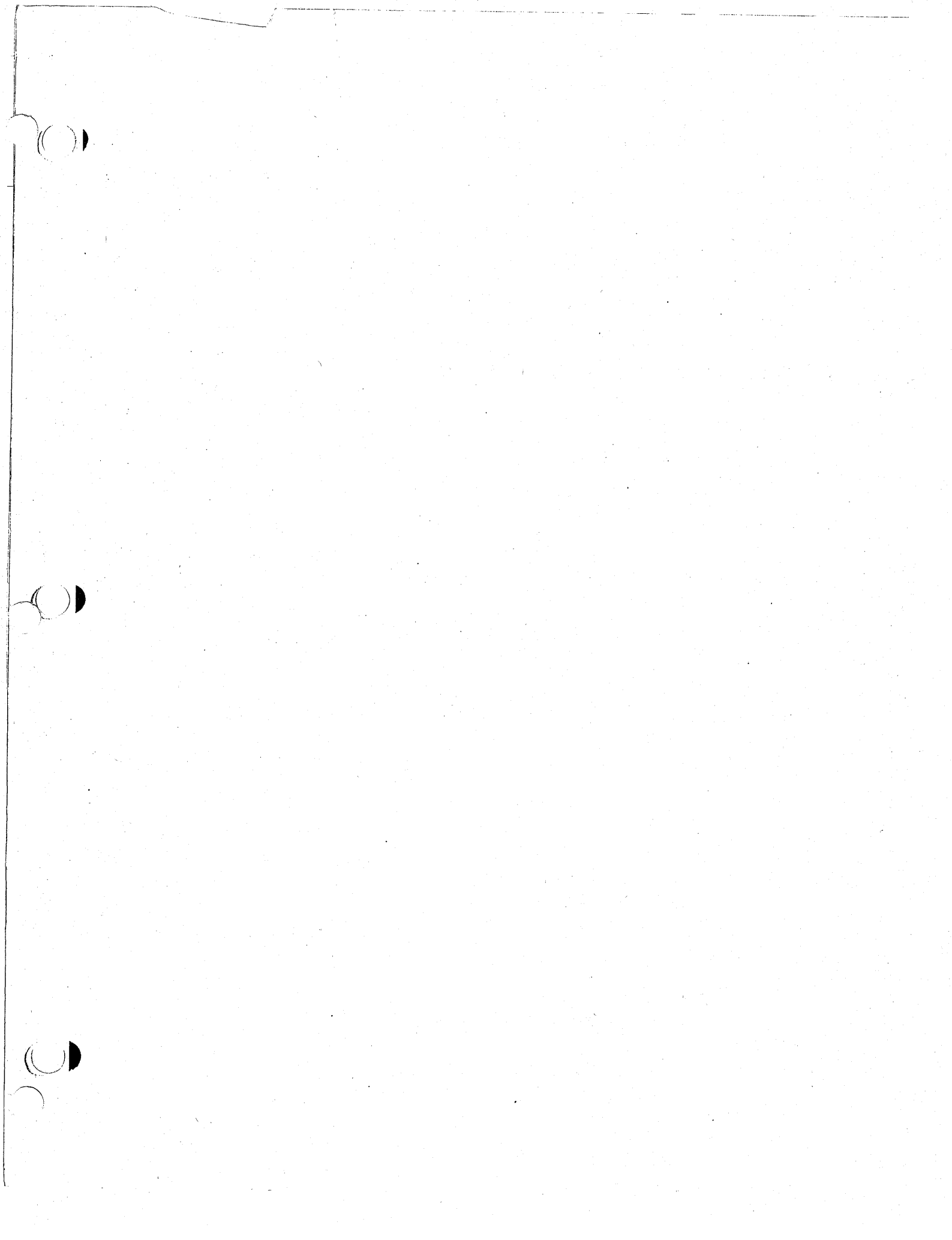


THE FOREGOING instrument was acknowledged before me this 22 day of July 2009 by Carol Reventas, as President of Florida Home Specialists, P.A. who is personally known to me or who produced _____ as identification.



My commission expires: 9-1-09





TAYLOR & CARLS, P.A.
ATTORNEYS AND COUNSELORS AT LAW

HARRY W. CARLS
ROBERT L. TAYLOR*
MICHAEL J. BRUDNY
PATRICK C. HOWELL
ELIZABETH A. LANHAM-PATRIE
ROBYN SEVERS BRAUN

JENNIFER M. SINCLAIR
PAUL T. HINCKLEY
SARA K. WILSON
EMILY J. HANSEN-BROWN
RANIA A. SOLIMAN*
ADAM W. CARLS
ALAN P. GUSTAFSON, JR.

*Board Certified Real Estate Attorney

200 PINE AVENUE NORTH
SUITE A
OLDSMAR, FL 34677
TELEPHONE: (727) 796-1122
FAX: (727) 796-1188

www.taylor-carls.com

VIA E-MAIL (Ellen@qualifiedproperty.com)

January 18, 2012

Board of Directors
Deerfield Homeowners' Association, Inc.
c/o Ellen Fincke, Manager
5901 U.S. Highway 19 North, Suite 7Q
New Port Richey, Florida 34652

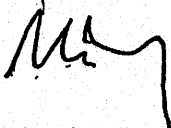
Re: Certificate of Amendment

Dear Ellen:

Enclosed is a copy of the Notice of Recording Bylaws. This was recorded on November 16, 2011 in Official Records Book 2862, Pages 173 through 184 of the Hernando County Public Records. **Please note that the recording information provided by the Clerk's Office is only posted on the first page of the recorded document and is not provided on any subsequent pages, even though these have been recorded in the public records.** You should make this part of the official documents on file for the Association, and all members of the Association should be provided with a copy of the Notice, and with the Bylaws and the amendment on filing.

Please do not hesitate to contact me should you have any comments or questions regarding this matter.

Sincerely,



Michael J. Brudny

MJB/dls
Enclosure

12/2
Prepared by and Return to:
Taylor & Carls, P.A.
Michael J. Brudny, Esq.
200 Pine Avenue North, Suite A R-ENV
Oldsmar, Florida 34677

Instr #2011059175 BK:2862 Pages:173 - 184
Filed & Recorded 11/16/2011 9:05:15 AM, Rec Fees: \$103.50

Karen Nicolai, HERNANDO County Clerk of Court
JEP Deputy Clk

NOTICE OF RECORDING BYLAWS
OF
DEERFIELD HOMEOWNER'S ASSOCIATION, INC.

The undersigned attorney for Deerfield Homeowner's Association, Inc. hereby provides notice to all concerned parties of recording of the attached Bylaws, as amended to date, of Deerfield Homeowner's Association, Inc.

The Homeowner's Association is the entity which operates and manages the following described subdivision, and these Bylaws relate to this property and to the operations of the Association with regard to the following property:

Deerfield, as shown in the Plat recorded in Plat Book 18, Page 77

The subdivision described above is also subject to the Declaration of Covenants, Conditions and Restrictions as originally recorded at Official Records Book 541, Page 893, Public Records of Hernando County, Florida and as subsequently amended.

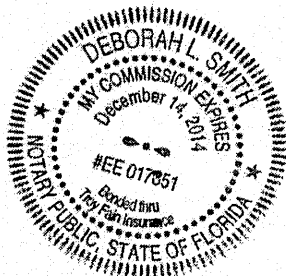
Dated this 10th day of November, 2011.

DEERFIELD HOMEOWNER'S
ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: [Signature]
MICHAEL J. BRUDNY, Attorney/Agent

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 10th day of November, 2011, by Michael J. Brudny, Agent of Deerfield Homeowner's Association, Inc. a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me.



[Signature]
Notary Public - State of Florida at Large
My Commission Expires:

BY-LAWS

OF

DEERFIELD HOMEOWNERS' ASSOCIATION, INC.
(formerly known as Q. M. Homeowners Association, Inc.)

ARTICLE I

NAME AND LOCATION

The name of the corporation is DEERFIELD HOMEOWNERS' ASSOCIATION, INC. (formerly known as Q. M. Homeowners Association, Inc.), hereinafter referred to as the "Association". The principal office of the Association shall be located at 7818 Grimsby Lane, New Port Richey, Florida 34655, but meetings of members and directors may be held at such places within the State of Florida, County of Hernando, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to DEERFIELD HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Deerfield, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded or amended plat of the Properties with the exception of the Common Area, Tracts or Parcels.

Section 5. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties.

Section 6. "Declarant" shall mean and refer to Rutenberg Housing Corporation, a Florida corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Amended and Restated Declaration of Covenants, Conditions and Restrictions

for Deerfield, applicable to the Properties recorded in the office of the Clerk of the Circuit Court of Hernando County, Florida.

Section 8. "Member" shall mean and refer to those persons or entities entitled to membership in the Association as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of reinstatement of the Association, and each subsequent regular annual meeting of the Members shall be held each year thereafter.

2. Special Meetings. Special meetings of the Members may be called at anytime by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Members of the Association.

3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary of the Association or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) 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.

4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of the Members of the Association 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 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.

5. Proxies. At all meetings of Members, each Member may vote 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.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

1. Number. The affairs of this Association shall be managed by a Board of Directors consisting of five (5) Directors, who need not be Members of the Association.

2. Term of Office. At the first annual meeting, the Members entitled to vote shall elect five (5) Directors for a term of one (1) year. At each annual meeting thereafter, such Members shall elect the Directors who shall serve for the following year. Directors shall always be elected to one (1) year terms; provided, however, nothing contained herein shall prevent any Director from serving any number of successive terms.

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

4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

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

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members entitled to vote or their proxies may cast as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly on dates established by the Board, at such place and hour as may be fixed from time to time by Resolution of the Board.

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 (2) 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 VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the following powers:

(a) To adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) To suspend the voting rights and the right to use of the common area and 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 sixty (60) days for infraction of published rules and regulations;

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

(d) To declare the office of a member of the Board of Directors to be vacant in the event such Director shall be absent

from three (3) consecutive regular meetings of the Board of Directors; and

(e) To employ a manager, an independent contractor, or such other employee as it may deem necessary and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors 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 by one-fourth (1/4) of the Members who are entitled to vote;

(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 the Declaration, to:

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) In its sole discretion, to send written notice of each assessment to every Owner subject thereto at least thirty days in advance of each annual assessment period; and

(3) foreclose the lien against any Lot 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 of the Association 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 for the issuance of any certificate. 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 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 to be maintained; and

(h) Exercise for the Association all powers, duties and authority vested in or delegated to the Association, and not

expressly reserved to the membership by any other provision of these By-Laws, the Articles of Incorporation or the Declaration.

ARTICLE VIII

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to the matters set forth in the Declaration shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE IX

VOTING RIGHTS

Every Owner of a Lot or Parcel which is subject to assessment shall be a Member of the Association and shall have one (1) vote for each Lot owned by them, subject, however, to the requirements and limitations set forth in Section 2 of Article IV of the Declaration. In addition, the Declarant shall be entitled to ten (10) votes per acre for each Parcel owned by it.

Except as otherwise provided in these By-Laws, the Articles of Incorporation or the Declaration, simple majority vote shall govern issues before the Board or Association, provided quorum requirements have been met.

ARTICLE X

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be Members of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Sue Davidson	7818 Grimbsy Lane New Port Richey, FL 34655
David Knizner	7818 Grimbsy Lane New Port Richey, FL 34655
Marc Rutenberg	7818 Grimbsy Lane New Port Richey, FL 34655
Craig Ovesky	7818 Grimbsy Lane New Port Richey, FL 34655

Douglas J. DuPrey

15507 Arvin Drive
Spring Hill, FL 34609

ARTICLE XI

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a President and Vice President, both of whom shall at all times be members of the Board of Directors, a Secretary, a Treasurer and such other officers as the Board may from time to time by Resolution create.

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

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

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

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

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

Section 7. Duties. The duties of the officer are as follows:

(a) President: The President shall preside at all meetings of the Board; shall see that the Orders and Resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes and may affix the corporate seal as may be required on any documents;

(b) Vice President: The Vice President shall act in the place and stead of the President in the event of his absence

or inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board;

(c) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the Corporate Seal of the Association and affix it, if the President does not, on all papers required to affix said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses, maintain records regarding Voting Member Designation Certificates as required by the Declaration and shall perform such other duties as required by the Board;

(d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by Resolution of the Board; shall sign all checks and promissory notes of the Association; shall keep proper books of accounts; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of same to each of the Members.

ARTICLE XII

COMMITTEES

The Association shall appoint a Landscape and Architectural Review Committee, as provided in the Declaration, and a Nominating Committee as provided in these By-Laws. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XIII

BOOKS AND RECORDS

The books, records and papers of the Association shall be at all times, during reasonable business hours, subject to inspection by any Member. The Declaration, Articles of Incorporation and 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 a cost of \$50.00.

ARTICLE XIV

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid

in full when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the delinquent owner shall be assessed a late fee of ten dollars (\$10.00) and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and costs and reasonable attorneys' fees (through the appellate level) of any such action shall be added to the amount of such assessment. Assessments to the Association shall be made quarterly utilizing the standard calendar year quarters of (1) January through March, (2) April through June, (3) July through September, and (4) October through December. Payments shall be due the first day of each respective quarter whether or not a separate invoice has been billed to the Owner for any such quarterly assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas and facilities or abandonment of his Lot.

ARTICLE XV

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association, the year and state of incorporation and the words "Corporation Not-for-Profit."

ARTICLE XVI

CONFLICTS

In the case of any conflicts between the Articles of Incorporation and these By-laws, the Articles shall control. In the case of any conflict between the Declaration and the By-laws, the Declaration shall control.


ARTICLE XVII

AMENDMENTS TO BY-LAWS

Section 1. By Members. The Members, by the affirmative vote of a majority of Members entitled to vote, shall have the power to alter, amend and appeal the By-Laws of the Association or to adopt additional By-Laws.

Section 2. By Directors. The Board of Directors, by affirmative vote of a majority of the Board of Directors, shall have the power to adopt additional By-Laws, or to alter, amend and repeal the By-Laws of the Association.

APPROVED by the Members and Directors at the meeting of the Association held on the 28th day of July, 1993.


MARC RUTENBERG, Secretary

(Corporate Seal)
"65"/BY.DEER-7

**ADOPTED AMENDMENT TO THE BYLAWS
OF
DEERFIELD HOMEOWNERS' ASSOCIATION, INC.**

The following amendment to the Bylaws of Deerfield Homeowners' Association, Inc. was adopted by the Board of Directors at its meeting of October 5, 2011, following proper notice and in accordance with the requirements of the Bylaws and the Articles of Incorporation of the Association.

Item No. 1: A new subsection (f) is hereby added to Article VII, Section 1 to read as follows:

**ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Powers. The Board of Directors shall have the following powers:

* * *

(f) (1) In addition to the other remedies provided for in the Declaration, Bylaws and applicable statutes, the Association may levy reasonable fines against a Lot Owner and /or tenant. A fine may be proposed by the Board for failure to comply with any provision of the Declaration, Bylaws or rules and regulations adopted by the Association. Unless specifically authorized by future amendments to the Florida Statutes, no fine may exceed \$100.00 per violation; however, a fine may be levied on the basis of each day of a continuing violation, of up to \$100.00 per day and a maximum of \$1000.00 for any single, continuing violation.

(2) No fine may become final until at least fourteen (14) days notice of the proposed fine is provided to the person(s) sought to be fined, and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board of Directors of the Association. Such committee members shall be qualified to serve on the committee in accordance with the requirements of the Florida Statutes. If the committee, by majority vote, agrees to overrule the Board and to eliminate or reduce a proposed fine, the fine will be imposed in accordance with the decision of the committee. Otherwise, the fine will stand as proposed by the Board. The Board of Directors and the committee may adopt additional rules and procedures in connection with the adoption of fines, and the hearing and other procedures to be followed, so long as such rules are consistent with the statutes and governing documents.

(3) If the fine becomes final and is not paid within such reasonable time period as may be established by the Board, the Association will be entitled to recover all costs and attorneys' fees in connection with the adoption and collection of the fine, and the fine may become a lien against the property of the owner to the maximum extent allowed by the Florida Statutes, as amended from time to time.

END OF ADOPTED AMENDMENT