



**SOUTHERN OAKS OF PASCO
HOMEOWNERS
ASSOCIATION, INC.**

New Port Richey, Florida

May 5, 2001

Dear Neighbor:

When each of us bought our home here, we agreed to be subject to the provisions of our Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation, and By-Laws which make up the "Governing Documents" of the Community. From time to time, the Board is faced with the need to enforce one provision or another against one of our residents, and there have been times in the past when a Board chose not to take such action for various reasons. The Board of Directors has recently become aware of a number of violations of our Governing Documents which have occurred in the past in our Community. Some of these violations are going on now.

In order to get back on track, and recognizing its fiduciary responsibility to enforce the Governing Documents, at a meeting held on April 19, 2001, the present Board of Directors voted to republish all provisions of the Governing Documents, including the Declaration of Covenants, Conditions and Restrictions. **This letter shall serve as formal notice that all restrictions, regulations and obligations will be strictly enforced against all owners and occupants of homes in the Community effective June 1, 2001.** After that date, the Board will institute full enforcement action against any violations which occur, should that become necessary. In particular, please note that the Board intends to strictly enforce the restrictions regarding parking of vehicles within the Community, maintenance and repair requirements, and all other provisions of the Governing Documents.

You should have received a set of the Governing documents at the time you purchased your home. Enclosed you will find an excerpt from the Declaration of Covenants, Conditions and Restrictions which sets forth some pertinent restrictions. If you do not have a full copy of all the Governing Documents, please contact our Community Property Manager, Cal Branche, at 799-8982, to purchase a set of Association Documents.

We thank you in advance for your cooperation. If we all continue to work together, we can make our Community an even better place to live.

Sincerely,

The Board of Directors

instruct its members to commence with payments of their respective assessments to the Association simultaneously with the execution of this document, save and except, that for the first year thereof, the assessment for each member shall be set forth by the Developer in a budget approved by the first Board of Directors and based on an estimate of the actual cost of the obligations of the Association as set forth herein for the operation and maintenance of the Association property in accordance with the terms hereof for the first twelve (12) calendar months, to be determined from the date of execution of this Agreement, and each and every assessment shall be payable to the Association, in advance, in accordance with and subject to the terms, covenants and conditions of the Declaration, the Articles and the By-laws of the Association. Each lot owner's share for the first one (1) years' budgets of the Association and/or any special assessment levied by the Association shall be no greater than the ratio of one (1) to the total number of lots platted as of the day of assessment(s) of said budget and/or special assessment and the Developer shall guarantee payment of actual costs in excess thereof to the Association until January 1, 1990. Except for this guarantee, Developer shall not be required to pay general and/or special assessments on a per lot basis; provided however, that Developer may, in Developer's sole discretion, extend such guarantee from year to year. Furthermore, said Board shall provide for the repayment of any advancements by the Developer for any improvements, repairs or maintenance as provided in the By-Laws of the Association.

ARTICLE V Exterior Maintenance

SECTION 1. Exterior Maintenance Cost. In the event a need exists for maintenance of a lot caused through the wilful or negligent acts of its Owner, of the family, guests or invitees of the Owner of the lot needing such maintenance, the cost of such exterior maintenance shall be added to and become a part of the assessment to which said lot is subject. The Association may enter upon the lot when necessary and with as little inconvenience to the owners as possible in connection with such maintenance care and preservation set forth hereinabove.

ARTICLE VI Use Restrictions

SECTION 1. The Subdivision shall be occupied and used only as follows:

A. No more than one (1) dwelling shall be placed on any lot herein.

B. Lots, except as hereinafter set forth, shall be used for residential purposes only.

C. No business of any kind will be permitted on any of said lots, except personal services where the business conducted on the premises is limited to conferences only. This restriction shall not apply to model homes or sales offices maintained in connection therewith.

D. The Developer reserves the right to nullify restrictions on any lots which are to be used for a community purpose, well site, or other public or quasi public purpose.

E. All buildings shall be reasonably maintained and shall be kept painted or plastered to maintain a nice appearance of the subdivision.

F. All property owners are required to keep their property clean, mowed when weeds are high, and free of all unsightly structures or debris. The Developer, or its assigns, shall have the right at any time to clean up any lots so that this restriction is complied with and make a reasonable charge for such services to the owners, and if the owner refuses to pay, to file a lien therefor, pursuant to the mechanic's lien law of the State of Florida.

G. All cans and containers of any sort used for collection and disposal of refuse, garbage, rubbish, or other discarded matter upon the premises must be placed in the rear of the premises and not displayed in the front of any lot or parcel, unless buried, except on regular days for the collection of trash, garbage and rubbish, as may be provided by any sanitary service.

H. No fences shall be erected or maintained on any lot or lots which shall be in excess of six feet (6') in height, as well as hedges or shrubbery, which shall not exceed an average height of six feet (6'). Said fences to conform and be in keeping with the type of structure and architectural design of the house to which it is appurtenant and in all respects to be of pleasing appearance.

I. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

J. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding or any portion of same shall be parked or used on any lot any time as a residence, either temporarily or permanently. No structure of any kind shall be moved onto any of the above described lots except temporary buildings used during the construction and promotion of houses and sales of the lots hereinabove described.

K. No trucks, trailers, recreational vehicles, including motor homes and campers, commercial vehicles, or boats shall be allowed to be parked on the street or on any of these lots either temporarily or permanently. The term "recreational vehicle" shall not include vans used for personal use. The term "truck" shall not include pick-up trucks up to 3/4 ton gross vehicle weight. Recreational vehicles may be parked for not more than seven (7) days in any calendar quarter.

L. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent; provided however, that these restrictions shall not apply to signs used by a builder to advertise the property during the promotion and construction of the houses and sales of the lots hereinafter described.

M. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

N. All household pets must be kept on the owner's land or on leashes, the number of household pets to be no more than three (3).

O. No lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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P. No water well shall be drilled, maintained or used on this property, except a well to be used for irrigation purposes only; and not for use in the house, and said wells are not to be connected with the central water system.

Q. All grantees, heirs, successors, legal representatives, and assigns taking any lot or lots shall be subject to these covenants and charges.

R. If any covenants herein are breached by the owner, his assigns, tenants, or agents, the Developer, or its assigns, or other owners may bring such action as may be necessary to enforce these covenants; the losing party to pay all costs thereof, including all attorney fees.

S. The failure of any land owner to enforce any restrictions, condition, covenant or agreement herein contained, shall be in no event deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

T. The owners shall be under no duty, either expressed or implied, to enforce the foregoing restrictions, but shall have the right to enforce said restrictions should they so elect.

U. The foregoing restrictions shall run with the land and are imposed on and intended to benefit and burden every parcel of land in said subdivision.

V. Where the word "Developer" is used herein, it is construed that same means Developer, or its lawful assignees, beneficiaries of a trust, or their assigns, heirs, personal representatives and assigns.

W. All grantees, heirs, successors, legal representatives or assigns taking any lot or lots shall purchase and take such lots subject to these covenants.

X. All homes constructed in the subdivision shall have the entire yard of the home sodded (except the area covered by the home, its improvements and landscaping) and there shall be no gravel yards whatsoever. The Developer shall approve all plans for the construction of homes prior to commencement of construction. All homes shall have a minimum of one thousand four hundred (1,400) square feet of living area, an attached two (2) car garage and no homes shall be constructed with carports.

Y. There shall be a minimum setback for all structures as follows:

1. There shall be a twenty foot (20') setback from the front lot line to the building or any supporting structures.

2. The side lot line setback shall be seven and one-half feet (7½') from any structure.

3. The setback from the rear of the lot shall be fifteen feet (15'), and in no case shall any structure be built on a utility or drainage easement; provided however, that such setback for any structure, including but not limited to swimming pools may be that as required by Pasco County.

4. Corner lot side yard setback, where one side is next to the street, shall be a minimum of twenty feet (20') unless that side faces a street that other homes front on. Then, in that event, the side yard setback shall not be less than the front setback of the house next to it on that street.

In any event, all structures must meet the minimum setback requirements of the Pasco County Zoning Ordinance.

2. There shall be constructed in the front of each and every lot a sidewalk which shall meet the specifications outlined by the Developer. All doublefront lots shall have sidewalks on both the front and the rear of said lots, pursuant to the Pasco County Regulations.

AA. No above-the-ground swimming pools shall be installed on any of the lots in said subdivision. No laundry shall be dried on any permanent clothes lines and temporary or portable clothes lines shall be removed and stored at least nightly and at any time when not in use.

BB. These Covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2025, A.D., at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of two-thirds (2/3rd) of the then owners of the lots, it is agreed that it is to the best interests of the subdivision that changes be made, in which cases, such changes shall be evidenced by an amendment hereto and recorded in the Public Records of Pasco County, Florida.

ARTICLE VII

Owners' Obligation to Repair

Each Owner shall, at his sole cost and expense, repair the interior of his unit, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

ARTICLE VIII

Owners' Obligation to Rebuild

If all or any portion of a residential unit is damage or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and its condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after damage occurs and shall be completed within eighteen (18) months after the damage occurs, unless prevented by causes beyond the control of the Owner or the Owners.

ARTICLE IX

General Provisions

SECTION 1. Enforcement. The Association, Developer, or 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 and the party enforcing same shall be entitled to recover all court costs and reasonable attorneys fees whether incurred prior to litigation, for trial or appeal. Failure by the Association, Developer, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

SECTION 3. Utility Impact Fees. Each owner shall be responsible for the payment of all impact or connection fees.

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