

**CERTIFICATE OF AMENDMENT TO THE DECLARATIONS
OF COVENANTS, RESTRICTIONS, LIMITATIONS, CONDITIONS,
CHARGES AND USES FOR BUENA VISTA CIVIC COUNCIL, INC.**

I HEREBY CERTIFY that the attached Amended and Restated Declarations of Covenants, Restrictions, Limitations, Conditions, Charges and Uses for BUENA VISTA CIVIC COUNCIL, INC. was duly approved and adopted by TWO-THIRDS (2/3) of the parcel owners present in person or by proxy at a meeting of the members of the Association on March 13, 2019, in the manner described in the Association's governing documents or Bylaws.

The Amendment applies to all parcels listed on the Revived Declarations of Covenants recorded in the Public Records of Pasco County, Florida, in the Official Records Book 9245, Pages 419 through 437 (that is, the listed parcels in Buena Vista according to the Plat recorded in Plat Book 5 at Page 96); in Buena Vista First Edition, according to the Plat recorded in Plat Book 4 at Page 105, and the Official Records Book 9245 at Pages 438 through 455), that is the list of parcels of Buena Vista II addition, according to the Plat recorded in Plat Book 4, page 108 as well as those properties described in the Corrected Certificate of Amendment to the Declarations of Covenants of BUENA VISTA CIVIL COUNCIL, INC. as recorded in Official Record Book 9245 at Pages 1942 through 1945, and any other parcels which may later subscribe to the Declaration.

IN WITNESS WHEREOF, I have signed on this 4TH day of APRIL, 2019.

BUENA VISTA CIVIC COUNCIL, INC.

By: Dennis Luke
Its President

Attested to by:

Wood
Its Secretary

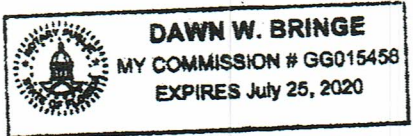
STATE OF FLORIDA
COUNTY OF PASCO

BEFORE ME personally appeared Dennis Luke, the President for Buena Vista Civic Council, and Theresa Wood, the Secretary for Buena Vista Civil Council, who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

2019. Sworn to and subscribed before me this 24th day of Apr

Dawn W. Bringe

Notary Public, State of Florida



Print, Type or Stamp Name of Notary

- Personally known to me, or
 - Produced identification
- Type of identification produced:

Prepared by and return to:
Daniel F. Pilka, Esquire
Pilka & Associates, P.A.
213 Providence Road
Brandon, FL 33511
(813) 653-3800 • (863) 687-0780

**AMENDED AND RESTATED DECLARATIONS OF COVENANTS,
RESTRICTIONS, LIMITATIONS, CONDITIONS, CHARGES
AND USE FOR BUENA VISTA CIVIC COUNCIL, INC.**

These Amended and Restated Declarations of Covenants, Restrictions, Limitations, Conditions, Charges and Uses for BUENA VISTA CIVIC COUNCIL, INC. (the "Declaration") is made by BUENA VISTA CIVIC COUNCIL, INC. (the "Association") upon the affirmative written direction of sixty-six percent (66%) or more of the membership of the Association voting in person or by proxy at a duly noticed meeting of the members.

WITNESSETH

WHEREAS, BUENA VISTA CIVIC COUNCIL, INC., is entitled to enforce, amend or take such other necessary actions regarding all previously recorded Declarations of Covenants:

RECITALS

A. BUENA VISTA CIVIC COUNCIL, INC.. is a Florida not-for-profit corporation existing pursuant to the recorded Buena Vista Restrictions recorded in OR Book 0063 Page 50 et seq. in the Public Record in and for Pasco County, Florida, the Declaration of Buena Vista Trailer City a/k/a Buena Vista & Buena Vista 1st Addition recorded in OR Book 0063 Page 0050 et seq. in the Public Record in and for Pasco County, Florida, the Revived Governing Documents of Buena Vista and Buena Vista 1st Addition recorded in OR Book 9245 Page 419 et seq. in the Public Record in and for Pasco County, Florida, the Buena Vista Restrictions 2nd Addition recorded in Or Book 0068 Page 227 et seq. in the Public Record in and for Pasco County, Florida, the Declaration of Buena Vista 2nd Addition recorded in OR Book 0004 Page 0108 et seq. in the Public Record in and for Pasco County, Florida, the Buena Vista Restrictions 2nd Addition recorded in OR Book 8030 Page 1869 et seq. in the Public Record, in and for Pasco County, Florida, the Revived Governing Documents of Buena Vista 2nd Addition OR Book 9245 Page 438 et seq. in the Public Record in and for Pasco County, Florida, the Corrected Certificate of Amendment to the

Declaration of Covenants of Buena Vista Civic Council, Inc. as recorded in OR Book 9254 Page 1942 et seq, in the Public Record, in and for Pasco County, Florida and the Assignment of Rights recorded in OR Book 9189 Pages 2069-2070, in the Public Record, in and for Pasco County, Florida, all of which are recorded in Pasco County, Florida, (referred to herein collectively as the "Declarations"), and

B. BUENA VISTA CIVIC COUNCIL, INC., to which this Declaration applies, consists of real property located in Pasco County, Florida ("Pasco County"), which includes:

Buena Vista Subdivision recorded in Plat Book 0005 Page 0096 of Pasco County, Fl.
 Buena Vista 1st Addition recorded in Plat Book 0004 Page 0105 of Pasco County, Fl.
 Buena Vista 2nd Addition recorded in Plat Book 0004 Page 0108 of Pasco County, Fl.

more particularly described in Exhibits "A thru C" as attached hereto and incorporated by this reference.

C. The Board of Directors and members of BUENA VISTA CIVIC COUNCIL, INC. desire to subject the BUENA VISTA CIVIC COUNCIL community to the Covenants, Restrictions, Limitations, Conditions, Charges and Uses contained in this Declaration.

D. The Declaration is a covenant running with all of the land comprising the BUENA VISTA CIVIC COUNCIL community, and each present and future owner of its interest therein and their heirs, successors and assigns are hereby subject to this Declaration.

E. Section 2.3 of the Restricted Covenants for BUENA VISTA CIVIC COUNCIL, INC. provides that the Declarations may be amended with the approval of sixty-six percent (66%) or more of the membership of the Association voting in person or by proxy.

F. Whereas, based on the foregoing, the members have determined that for the long range benefits and character of the BUENA VISTA CIVIC COUNCIL community and for the benefit of the appropriate owners, the members desire to combine into one singular document, the original Restrictive Covenants and Conditions together with the modification of the Restrictive Covenants and Conditions into one singular Amended and Restated Declaration which shall collectively be referred to as the "Declaration" and would state that the Amended and Restated Declaration shall comply with Chapter 720 of Florida Statutes as amended from time to time as hereinafter provided.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in these Amended and Restated Declarations, the Association hereby declares that every portion of BUENA VISTA CIVIC COUNCIL community is to be held,

transferred, sold and conveyed, used, and occupied subject to the Covenants, Conditions, Restrictions, Easements, Reservations, Regulations, Charges and Liens hereinafter set forth.

1. **Definitions.** In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"Articles" shall mean the Articles of Incorporation of the Association filed with the Florida Secretary of State in the form attached hereto as Exhibit "D" are made a part hereof, as amended from time to time.

"Assessments" shall mean any assessments made in accordance with this Declaration and as further defined in Section 8 hereof.

"Association" shall mean BUENA VISTA CIVIC COUNCIL INC., its successors and assigns.

"Association Documents" shall mean this Declaration, the Articles, the By-Laws, the Rules and Regulations, and the Community Standards, as amended from time to time.

"Board" shall mean the Board of Directors of the BUENA VISTA CIVIC COUNCIL INC. community.

"By-Laws" shall mean the By-Laws of the Association in the form attached hereto as Exhibit "E" and made a part hereof as amended from time to time.

"County" shall mean Pasco County, Florida.

"Declaration" shall mean this Declaration together with all amendments and modifications.

"Lot" shall mean each single family residential Lot and appurtenances thereto constructed within the BUENA VISTA CIVIC COUNCIL community. A lot shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided however that the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of any Lot or the obligation of being able to pay assessments with respect to such Lot. The term "Lot" includes any interest in land, improvements or other property appurtenant to the Lot.

"Individual Assessments" shall have the meaning as set forth in Section 8.6 hereof.

"Lender" shall mean the institutional licensed holder of a first mortgage encumbering.

"Operating Costs" shall mean all costs and expenses of Association and the Common Areas including, without limitation, all costs of ownership; operation; administration; all amounts payable by Association; all amounts payable in connection with any private street lighting agreement; utilities; taxes; insurance; bonds; any amounts due to the Association for the maintenance of lakes within the BUENA VISTA CIVIC COUNCIL, INC., salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishment; and any and all costs relating to the discharge of the obligations hereunder, or as determined to be part of the Operating Costs by Association. By way of example, and not of limitation, Operating Costs shall include all of Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration.

"Owner" shall mean the record owner (whether one or more persons or entities) of fee simple title to any Lot.

"Plat" shall mean any Plat of any portion of BUENA VISTA CIVIC COUNCIL, INC. filed in the Public Records, as may be amended by Developer from time to time.

"Public Records" shall mean the Public Records of Pasco County, Florida.

"BUENA VISTA CIVIC COUNCIL" shall mean all of the real property contained within the BUENA VISTA CIVIC COUNCIL, INC. community and shall include the common areas, each Lot, each Parcel, Lot, Tract, Unit or other subdivision of real property, subject to additions and deletions hereto as permitted pursuant to the terms of this Declaration.

"Surface Water Management System" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, wetland conservation areas, mitigation areas, lakes, retention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403(1)-(5) of the Florida Statutes. The Surface Water Management System includes those works authorized by SWFWMD pursuant to the Permit.

"SWFWMD" shall mean the Southwest Florida Water Management District.

2. **Amendment.**

2.1 General Restrictions on Amendments. No amendment shall alter the provisions of this Declaration benefitting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with the Declaration provisions which benefit the SWFWMD. No amendment shall be effective until it is recorded in the Public Records.

2.2 No Vested Rights. Each Owner by acceptance of a deed to a Lot irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Association Documents. It is expressly intended that Association have the unfettered right to amend this Declaration and the other Association Documents except as expressly set forth herein.

2.3 Amendments. This Declaration may be amended with the approval of at least sixty-six percent (66%) of the members, in person or by proxy at a meeting specially called for such purpose in which there is a quorum of the Board present.

3. Dissolution.

3.1 Generally. In the event of the dissolution of Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association in the place and stead of Association, and to make of such provisions as may be necessary for the continued management of the affairs of the dissolved Association.

3.2 Applicability of Declaration after Dissolution. In the event of dissolution of BUENA VISTA CIVIC COUNCIL, INC. and each Lot therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration.

4. Binding Effect and Membership.

4.1 Term. This Declaration and all Covenants, Restrictions and Assessments contained in this Declaration are equitable in servitude, perpetual and run with the land. Each Owner, by acceptance of title to a Lot or Parcel, and any person claiming by, through or under such Owner (I) agrees to be subject to the provisions of this Declaration and (ii) irrevocably waives any right to deny, and any claim, that this Declaration and all Covenants, Restrictions and Assessments contained in this Declaration are not enforceable under the Marketable Record Title Act, Chapter 712 of the Florida Statutes. It is expressly intended that the Marketable Record Title Act will not operate to extinguish

any encumbrance placed on BUENA VISTA CIVIC COUNCIL INC. by this Declaration. It is further expressly intended that no re-filing or notice of preservation is necessary to continue the applicability of this Declaration and the applicability of all covenants, conditions, and restrictions contained in this Declaration. This provision is not subject to amendment.

4.2 Ownership of a Lot. Ownership of a Lot and title to property whether by fee simple or otherwise, shall be for a single family residential use with no more than one dwelling unit on each lot.

4.3 Transfers of Ownership. The transfer of the fee simple title to a Lot, whether voluntary or by operation of law, terminating the Owner's title to that Lot shall terminate the Owner's membership in Association. An Owner's rights and privileges under this Declaration are not assignable separately from a Lot. The Owner of each Lot is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Lot shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. In the event that any Owner desires to sell or otherwise transfer title of his or her Lot, such Owner shall give the Board at least thirty (30) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner and the Lot pursuant to this Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessment accruing subsequent to the date of transfer. In the event that upon the conveyance of a Lot an Owner fails in the deed of conveyance to reference the imposition of this Declaration on the Lot, the transferring Owner shall remain liable for Assessments accruing on the Lot from and after the date of conveyance.

4.4 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of the home. Individual rooms of a home may not be leased on any basis. No transient tenants may be accommodated in a home.

4.4.1 Lease Requirements. The owner shall be entitled to enter into a Lease Agreement or Occupancy Agreement for their home (referred to collectively as, "Lease Agreements") subject to the following provisions:

4.4.1.1 All Lease Agreements shall be in writing and comply with the provision of Section 4.2 of this Declaration. A copy of all Lease Agreements shall be provided to the Association;

4.4.1.2 No Lease Agreements may be for a period of less than three (3) months;

4.4.1.3 No home may be leased for more than four (4) times in any calendar year unless otherwise approved by the Association in the case of hardship;

4.4.1.4 The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration, together with all Rules and Regulations and all policies adopted by the Association;

4.4.1.5 The Owner shall agree to remove, at the owner's sole expense, by legal means, including eviction, his or her tenant, should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations, and any other policies adopted by the Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligation under this Section, the Association shall have the right, but not the obligation, to evict such tenant, and the costs of the same shall be the responsibility of the Owner;

4.4.1.6 All Lease Agreements shall require the home to be used solely as a private single-family residence;

4.4.1.7 Each Lease Agreement shall contain a uniform attachment (the "Uniform Lease Exhibit") incorporating provisions that require the tenant(s) to abide by the Declarations and By-Laws, Rules and Regulations of the Association, which govern the home. The Uniform Lease Exhibit shall contain other provisions deemed necessary by the Board of Directors from time to time. Failure to incorporate such Uniform Lease Exhibit into the terms of any lease shall cause such lease to be void; and

4.4.1.8 Each Lease Agreement shall contain the Uniform Lease Exhibit designating the Association's duly-authorized officer as the owner's attorney-in-fact for the purpose of, and with the authority to terminate, any such Lease Agreement in the event of violations by the tenant of any covenant; provided, however, the Association first shall give the owner notice of such violations and an opportunity to terminate such Lease Agreement within thirty (30) days of such notice by the Association.

4.5 Membership and Voting Rights. Every Owner of a Lot who is current on his or her dues is a Member of the Association in good standing. If title to the Lot is held by more than one person, each such person is a Member. An Owner of more than one Lot

is entitled to one membership vote for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and it is transferred automatically by conveyance of title to that Lot and may not be separated from ownership of a Lot. No person except an Owner may be a Member of the Association and a membership in the Association may not be transferred except by transfer of title to a Lot. An Owner who is a contract seller may assign such Owner's membership and voting rights to such Owner's vendee in possession. Membership rights are governed by the provisions of this Declaration, the deed to a home, the Articles and By-Laws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Lot. All Owners of single-family Lots shall be entitled to one vote for each Lot owned if he or she is a member in good standing. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

4.6 Membership and Utility Services. Each Lot now platted within the BUENA VISTA CIVIC COUNSEL community as set forth above shall be subject to a Monthly Utility Charges for garbage collection, electricity for street lights or other community services and such other charges as may be determined by BUENA VISTA ADVENTURES INC. (the Company) and/or the Association. Such utility charges shall be treated as an assessment against the Lot as governed by Chapter 720, Florida Statutes.

BUENA VISTA ADVENTURES, INC. shall have the right to file a lien for all unpaid balances on delinquent utility charges as herein shown, or for unpaid balances for lot payments. such liens may be enforced in the same manner as Homeowner Association Liens under Chapter 720, Florida Statutes.

5. Use Restrictions.

5.1 Temporary Building. No structure of a temporary character such as a tent or shack shall be used on any Lot at any time.

5.2 Utility Hookups. All utility hookups must be performed by qualified personnel. Said manufactured home should be placed in accordance with the position initially designed by the Association. No structure other than an approved fence shall be placed any closer to the Lot lines then as follows: fifteen (15) feet from the front Lot line; ten (10) feet from the rear Lot line; and five (5) feet from each side Lot.

5.3 Use of Lots. Not more than one manufactured home shall be placed on each Lot, and shall be used as a single-family dwelling.

5.4 Lawful Use. No immoral, improper, offensive, unlawful or noxious use shall be made in any portion of the BUENA VISTA CIVIC COUNCIL community.. All laws,

zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of the BUENA VISTA CIVIC COUNCIL community shall be the same as the responsibility for maintenance and repair of the property concerned.

5.5 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Lot. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Lot.

5.6 Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use in BUENA VISTA CIVIC COUNCIL community is permitted. No fireworks or firearms shall be discharged within BUENA VISTA CIVIC COUNCIL community. Nothing shall be done or kept within the Common Areas, or any other portion of the BUENA VISTA CIVIC COUNCIL INC. community including a Lot which will increase the rate of insurance to be paid by Association.

5.7 Flammable Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of the BUENA VISTA CIVIC COUNCIL community or within any Lot, except those which are required for normal household use. All propane tanks and bottled gas for household purposes (excluding barbeque grill tanks) must be installed in a manner to be screened from view by landscaping or other materials approved by the Association.

5.8 Use of Lots. Each Lot is restricted to residential use as a residence by the owner or permitted occupant thereof, its immediate family, guests, tenants and invitees, subject to the restrictions contained in Section 4.2.

5.9 Noxious/Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5.10 Animals. An Owner may not keep, raise or breed any animals, livestock or poultry within the BUENA VISTA CIVIC COUNCIL community; however, dogs, cats and other customarily-kept domesticated household pets may be kept in the manufactured home or residence, subject to Rules and Regulations as may be adopted by the Board of Directors from time to time, so long as they are not bred or maintained for commercial or business purposes. Each manufactured home or residence may keep up to two (2) Cats and/or Dogs in the manufactured home or residence. Any more than two such pets are strictly prohibited. The following apply with regard to any pet which is allowed to be kept in or on the property.

5.10.1 Owners of a cat or dog shall be required to keep the same on a leash at all times unless kept in an enclosed area;

5.10.2 Owners of a cat or dog shall be required to remove immediately all forms of excrement of such pets from the property, including but not limited to, lawns, walks, driveways and in parking areas. Such pets shall not be allowed to deposit excrement in any manner or in any place that would in any manner change or deface the property, including any alteration in the uniformity of the appearance of the lawn or landscaped areas;

5.10.3 No pets will be allowed which create excessive noise, emit obnoxious odors, creates unsafe or unhealthy living conditions, or other disturbances of any kind, whether on a continuous or intermittent basis, and regardless of the time of day or night; and

5.10.4 Nothing herein shall be deemed to prohibit the use and ownership of a dog trained to assist a disabled person.

5.11 Signs. No sign of any kind shall be displayed to the public view on any Lot except for: (a) one professionally lettered sign not more than two feet (2') square in size advertising the property for sale or rent; (b) security service signs; (c) or specifically authorized by the Association.

5.12 Eye Sores. No Lot shall be used as a dumping ground for rubbish. All garbage or trash containers, oil tanks, soft water tanks and similar structures or installations shall be placed under the surface of the ground walled-in areas or screened with fencing or shrubbery so as to not be visible from the street.

5.13 Well and Septic Tanks. No well or septic tank shall be constructed in said subdivision without the prior written approval of the Association.

5.14 Storage. No storage of any kind will be permitted under or around the manufactured home except in an approved utility building.

5.15 Fences. No hedge, fence or wall within twenty-five feet (25') of any street or avenue shall be more than four feet (4') in height and such hedge, fence or wall shall provide adequate ventilation. No hedge, fence or wall exceeding six feet (6') in height shall be erected on the Lot lines or near thereto and all such hedges, fences or walls shall provide adequate ventilation and materials approved by the Association before construction or erection and must otherwise comply with all County Ordinances and be properly permitted by the County

5.16 Clothes Drying. Drying wash may be hung ~~on a single pole, umbrella-type hanger~~ at the rear area of the Lot, making an effort to make it concealed from the road view.

5.17 Lot Upkeep. Each Lot, whether occupied or unoccupied, shall be maintained reasonably clean and free from refuse, debris, unsightly growth and fire hazard.

5.18 Easements. Easements for drainage and/or for installation and maintenance of utilities are as shown on the recorded Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may impede the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utilities company is responsible.

5.19 Boats, Trailers, RVs, and Commercial Vehicles. No boat, boat trailer, camper, motor home, commercial vehicle (except law enforcement vehicles), van or truck with a capacity in excess of one (1) ton, trailer, or other similar motor vehicle shall be permitted to remain on any Lot or public street except as maintained or kept under a garage, carport or other similar structure. The parking or standing of vehicles on easements or the public streets for prolonged periods of time is not permitted. Homeowner parking should be in the driveway.

5.20 Garbage. No rubbish, trash, garbage or other waste materials shall be kept, dumped, or permitted on any portion of the property except the designated replacement of trash, garbage and other waste pending pickup. All rubbish, trash, garbage and other waste shall be kept in sanitary containers as approved by the Association and, except during pickup, all containers shall be kept out of sight or in their garage or carport. No burning of trash or other materials shall be permitted.

5.21 Vehicles. All vehicles in the park must have current registration and tags and may not be parked on the property except on paved streets and paved driveways. However, Owners may temporarily park their vehicles on grass of their Lots for the purpose of washing their vehicles only. No inoperable vehicles shall be allowed to remain on the Property in excess of forty-eight (48) hours unless kept in a carport.

6. Reconstruction or Demolition.

6.1 Requirement to Reconstruct or Demolish. In the event that any Lot is destroyed by fire or other casualty, the maintenance and repair of which lies solely with the Owner, the Owner shall commence reconstruction and/or repair of the Lot to remove

all the debris, and re-landscape the property comprising to the extent permitted under law. Such reconstruction and repair shall be effected promptly and must be completed substantially in accordance with the plans and specifications for the original improvements of BUENA VISTA CIVIC COUNCIL community and the then applicable building codes and regulations. Furthermore, such reconstruction and repair must be completed in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work without limiting any other provision of this Declaration or the powers of Association. Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes. Each Owner shall have the absolute responsibility of applying insurance proceeds issued as a result of flood, fire or other casualty damage to the Lot including the entire exterior and roof of a Lot.

6.2 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 6 shall be in accordance with the Community Standards and any other standards established by Association with respect to any casualty that affects all or a portion of the BUENA VISTA CIVIC COUNCIL community.

6.3 Additional Rights of Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair. All Required Repair performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Lot. Association shall have the absolute right to perform the Required Demolition to a Lot pursuant to this Section if any contractor certifies in writing to Association that such Lot cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by Association.

6.4 Association Has No Liability. Notwithstanding anything to the contrary in this Section, Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Lot. Moreover, Association, its directors and officers, shall not be liable to any person if Association does not enforce the rights given to Association in this Section.

6.5 Association as Agent. Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by Association and to execute and deliver releases upon the payment of claims.

6.6 Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constricted, subject to modification to conform to the then current governmental regulation(s).

7. Property Right.

7.1 Ingress and Egress. An easement for ingress and egress is hereby created for pedestrian traffic over, and through and across sidewalks paths, walks, driveways, passageways, end lanes and for vehicular traffic over, through and across such portions, from time to time, may be paved and intended for such purposes.

7.2 Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress within the BUENA VISTA CIVIC COUNCIL community. In addition, telecommunications providers shall also have the right to use all paved roadways for ingress and egress to and from telecommunications systems within the BUENA VISTA CIVIC COUNCIL community.

7.3 Permits, Licenses and Easements. Association shall have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through the BUENA VISTA CIVIC COUNCIL community (including Lots) for telecommunications systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

7.4 Drainage. A non-exclusive easement shall exist in favor of Association and their designees, and any applicable water management district, state agency, county agency and/or federal agency having jurisdiction over the BUENA VISTA CIVIC COUNCIL INC., over, across and upon the BUENA VISTA CIVIC COUNCIL community for drainage, irrigation and water management purposes. A non-exclusive easement for ingress, egress and access shall exist for such parties to enter upon and over any portion of the BUENA VISTA CIVIC COUNCIL community(including Lots) in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of the BUENA VISTA CIVIC COUNCIL community and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through the BUENA VISTA CIVIC COUNCIL community and/or water management areas and facilities or otherwise interfere with any drainage, irrigation

and/or easement provided for in this section or the use rights set forth elsewhere in this Declaration.

7.5 Easement in favor of Association. Association is hereby granted an easement over all of the BUENA VISTA CIVIC COUNCIL community., including all Lots for the purpose of (a) constructing and maintaining all areas, including, but not limited to, lakes, perimeter walls and fences; and (b) performing any obligations of an Owner for which Association intends to impose an Individual Assessment.

7.6 Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

8. Assessments.

8.1 Types of Assessments. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to Association at the time and in the manner required by the Board, Assessments or charges and any Special Assessments as are fixed, established and collected from time to time by Association (collectively, the "Assessments"). All Owners shall pay Assessments.

8.2 Amount. The annual assessment will not exceed \$_____ per Lot. At least 30 days before the end of each fiscal, the Board shall prepare and deliver to each Owner a proposed budget for the Association's operation during the next ensuing fiscal year. If such budget required an annual assessment of 115% or less of the annual assessment for the fiscal year that ended, the Assessments that are proposed shall take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. However, if such budget requires an annual assessment that is more than 115% of the annual assessment, then the Board shall call a membership meeting with not less than 15 days prior notice for the purpose of improving such increase. A majority of votes of those members present and voting in person or by proxy is sufficient for approval, and the assessment approved will take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. If the proposed assessment is disapproved, a majority of the members voting either in person or by proxy shall determine the annual assessment for the next ensuing fiscal year, which may be in any amount not exceeding that stated in the meeting notice. Each annual assessment may be payable in such number of installments, with or without interest, as the Board determines. In the absence of any action by the Board or the membership to the contrary prior to the commencement of any fiscal year the annual assessment then in effect automatically will continue for the ensuing year.

8.3 Purpose of Assessments. The Assessments levied by Association shall be used for, among other things, the purpose of promoting the recreation, health, safety and welfare of the residents of the BUENA VISTA CIVIC COUNCIL community and the general activities and expenses of the Association, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board:

8.3.1 Any annual assessment (as determined by the Board) or charge for the purpose of operating Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "Installment Assessments");

8.3.2 Any Special Assessments for capital improvements, major repairs, emergencies, or nonrecurring expenses (hereinafter "Special Assessments");

8.3.3 Assessments for which one or more Owners (but less than all Owners) within the BUENA VISTA CIVIC COUNCIL INC. community is subject ("Individual Assessments") such as costs of special services provided to a Lot or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Lot. By way of example, and not of limitation, in the event an Owner fails to maintain the exterior of their Lot (other than those portions of a Lot maintained by Association) in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment. Further, in the event that Association decides it is in the best interest of the BUENA VISTA CIVIC COUNCIL INC. community that Association performs any other obligation of an Owner under this Declaration, the cost of performing such obligation shall be an Individual Assessment.

8.4 Designation. The designation of Assessment type shall be made by Association. Such designation may be made on the budget prepared by Association. The designation shall be binding upon all Owners.

8.5 General Assessments Allocation. Except as hereinafter specified to the contrary, Installment Assessments, Special Assessments and Reserves shall be allocated equally to each Owner.

8.6 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefitting from, or subject to the special service or cost as specified by Association.

8.7 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Lot to an Owner.

8.8 Shortfalls and Surpluses. Any surplus Assessments collected by Association may be (a) allocated towards the next year's Operating Costs; (b) used to fund Reserves, whether or not budgeted; (c) retained by Association; and/or (d) used for any other purpose, in Association's sole and absolute discretion. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

8.9 Budget. Annual budgets shall be prepared and adopted by Board. To the extent Association has commenced or will commence operations prior to the date this Declaration is recorded or the first Lot is closed, the Operating Costs may vary in one or more respects from that set forth in the initial budget. The Association shall have the authority and right to expend up to Two Thousand Five Hundred and No/Cents Dollars (\$2,500.00) for Association expenses without approval of the membership being required

8.10 Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

8.10.1 Installment Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid year or in order to change the fiscal year of Association. The Board may, from time to time, determine how the Assessments will be collected by Association (i.e., monthly, quarterly, or annually).

8.10.2 Special Assessments and Individual Assessments against the Owners may be established by Association, from time to time, and shall be payable at such time or times as determined.

8.10.3 The Board may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by the Board.

8.11 Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Lot unless all sums due Association have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner. Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be

kept in the office of Association, or its designees, and shall be open to inspection by any Owner. Within ten (10) days of a written request therefore, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who without knowledge of error rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated and the Owner requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records, and preparing such estoppel certificate.

8.12 Payment of Lot Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Lot which, if not paid, could become a lien against the Lot which is superior to the lien for Assessments created by this Declaration.

8.13 Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be charged and continuing lien in favor of Association encumbering the Lot and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Lot, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Lot at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

8.14 Subordination of Assessments Liened to Mortgages. The lien for Assessments shall not be subordinate to any mortgage including a bona fide first mortgage held by a Lender on any Lot, even when the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer by deed in lieu of or pursuant to a foreclosure of a bona fide first mortgage, in which event, the mortgagee or the assignee of the first mortgagee shall be liable for the unpaid Assessments which became due during the twelve (12) month period immediately preceding the requisition of title or one percent (1%) of the original mortgage debt, whichever is less. However, any such remaining unpaid Assessments for which such mortgagee or assignee of the first mortgagee is not liable may be assessed to the subsequent Owner(s) who receives title from such mortgagee or assignee of the first mortgage, who shall be considered jointly

and severally liable for such unpaid Assessments with the prior Owner(s). Nothing herein contained shall be construed as releasing the prior Owner or subsequent Owner other than the first mortgagee or its assignee liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to Association if the mortgage held by such Lender is in default. The Association shall have the right, but not the obligation, to cure such default within the time periods applicable to the Owner. In the event Association makes such payments on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to Assessments payable by such Owner with appropriate interest.

8.15 Acceleration. In the event of a default in the payment of any Assessment, Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

8.16 Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Board), together with interest in an amount equal one and one half percent (1.5%) per month, beginning from the due date until paid in full, may be levied. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. If the assessment has not been paid within thirty (30) days, the Association shall provide the Lot Owner with written notice for the past due assessment(s) as well as any other amounts owed to the Association, including attorney's fees and costs. Said written notice shall provide the Lot Owner with forty-five (45) days following the date the notice is deposited in the mail to make payment. Said written notice shall be sent by registered or certified mail, return receipt requested and by first-class United States mail to the Lot Owner at his or her last address, as reflected in the records of the Association, if the address is within the United States, and to the parcel Owner subject to the notice at the address of the parcel if the Lot Owner's address as reflected in the records of the Association is not the parcel address. If the address reflected in the records is outside the United States, then sending the notice to that address and to the parcel address by first-class United States mail is sufficient. Upon the expiration of said 45-day period, the assessment lien may commence to include interest on the principal amount plus late charges, at the highest rate permitted by law from the date first due and payable together with attorney's fees and costs. Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot, or both. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner

may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Lot.

8.19 Rights to Pay Assessments and Receive Reimbursement. Association, and any Lender of a Lot shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Lot. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

8.20 Mortgagee Right. Each Lender may request in writing that Association notify such Lender of any default of the Owner of the Lot subject to the Lender's Mortgage under the Association Documents which default is not cured within thirty (30) days after Association learns of such default. A failure by Association to furnish notice to any Lender shall not result in liability of Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Association to Lender.

8.21 Demand. Tenant to pay Rent to Association. If a Lot is occupied by a tenant and the Lot Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association the future rents related to the Lot. The demand is continuing in nature, and upon demand, the tenant must continue to pay the rent obligations until the Association releases the tenant or the tenant discontinues tenancy in the Lot. A tenant that acts in good faith in response to a written demand from the Association is immune from any claim from the Lot Owner. If the tenant prepaid rent to the Lot Owner before receiving the demand from the Association and provides written evidence to the Association within fourteen (14) days after receiving the demand, the tenant shall receive credit for the prepaid rent for the applicable period and must make any subsequent rental payments to the Association to be credited against the monetary obligations of the Lot Owner to the association. The Association shall, upon request, provide the tenant written receipts for payments made. The Association shall mail written notice to the Lot Owner of the Associations demand that the tenant pay monetary obligations to the Association. The tenant is not liable for increases in the amount of the monetary obligations due unless the tenant was notified in writing of increase at least ten (10) days before the date in which the rent is due. The tenant shall be given a credit against rents due to the Lot Owner in the amount of Assessments paid to the Association. The Association may issue notices pursuant to Florida Statute and may sue for eviction as if the Association were a landlord and the tenant fails to pay a monetary obligation. However the Association is not otherwise considered a landlord under the Florida Statute and has specifically no duties under the statute. The tenant does not, by virtue of payment of monetary obligations, have any of the rights of a Lot Owner to vote in any election or to examine the books and records of the Association.

9. **Association.**

9.1 **Services.** The Association may obtain and pay for the services for any person to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration, or the Articles, Bylaws, Rules and Regulations.

9.2 **Rules and Regulations.** As provided in the Bylaws, the Association, from time to time may adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Properties, consistent with the rights and duties established by this Declaration. The Association's procedures for enforcing its rules and regulations at all times must provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person, or through representatives of such Owner's choosing, or both.

9.3 **Amplification.** The provisions of this Declaration may be amplified by the Articles of Incorporation and Bylaws of the BUENA VISTA CIVIC COUNCIL INC., but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Declaration, or any Supplemental Declaration. The provisions of this Declaration and any Supplemental or Amended Declaration, on the one hand, and the Articles of Incorporation and Bylaws on the other hand, shall be interpreted, construed and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, the provisions of this Declaration, or any Supplemental or Amended Declaration, shall control anything to the contrary in the Articles of Incorporation or Bylaws.

9.4 **Right of Entry.** Each Lot with a manufactured home thereon, whether occupied or unoccupied, shall be maintained clean and free from refuse, debris, unsightly growth, and any fire hazard. In the event any Lot Owner shall fail, neglect, or omit to trim or maintain any Lot in the street line, or fail to keep clean and maintain any Lot in the manner specified herein for more than **thirty (30)** ~~ten (10)~~ days after having been given written notice to do so by the Association, addressed via registered or certified mail to such Owner at his last known address, the Association may enter upon such Lot for the purposes of remedying said defects and failures stated in said notice, and the expense of so remedying said defects shall be charged to the Owner of such Lot and shall become a lien upon said Lot, collectable and enforceable in the same manner as other charges and liens hereinafter provided.

10. **Owners Liability.**

10.1 Right to Cure. Should any Owner do any of the following:

10.1.1 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration; or

10.1.2 Cause any damage to any improvement or Common Areas; or

10.1.3 Impede the Association from exercising its rights or performing its responsibilities hereunder or;

10.1.4 Undertake unauthorized improvements or modifications to a Lot or the Common Areas or;

10.1.5 After reasonable prior written notice, the Association shall have the right through its agents and employees to cure the breach, including, but not limited to, the right to enter upon the Lot and/or Lots and causing the default to be remedied and/or the required repairs or maintenance to be performed or as the case may be, remove unauthorized improvements or modification. The cost thereof, plus reasonable overhead costs and attorney fees and professional fees at all levels including appeals, collections and bankruptcy incurred shall be assessed against the Owner as an individual assessment.

10.2 Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Association shall notify the Owner of the violation by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

10.2.1 Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

10.2.2 Commence an action to recover damages; and/or

10.2.3 Take any and all action reasonably necessary to correct the violation or breach. All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorney fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

10.3 No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

10.4 Rights Cumulative. All rights, remedies, and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

10.5 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by Association, and/or Owners, where applicable, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or Community Standards shall be bore by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards.

10.6 Non-Compliance. Association may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefitting the SWFWMD.

10.6.1 A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

10.6.2 A fine or suspension may not be imposed without notice of at least thirty (30) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "Deed Restricted and Community Standard Compliance Committee") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Deed Restricted and Community Standard Compliance Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall, be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Deed Restricted and Community Standard Compliance Committee.

10.6.3 The non-compliance shall be presented to the Deed Restricted and Community Standard Compliance Committee acting as a tribunal, after which the Deed Restricted and Community Standard Compliance Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Deed Restricted and Community Standard Compliance Committee from time to time. A written decision of the Deed Restricted and Community Standard Compliance Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Deed Restricted and Community Standard Compliance Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

10.6.4 The Deed Restricted and Community Standard Compliance Committee may recommend to the Board of Directors Individual Assessments against the Owner in an amount up to \$100.00 (or any greater amount permitted by law from time to time) for each violation. Each day of noncompliance shall be treated as a separate violation and there is no cap on the aggregate amount the Board of Directors may fine an Owner, tenant, guest or invitee. Individual Assessment fines shall be paid not later than five (5) days after notice of the imposition of the Individual Assessment. All monies received from fines shall be allocated as directed by the Board of Directors. A fine may exceed \$1,000.00 in the aggregate. A fine of \$1,000.00 or more may become a lien against a parcel. A fine of less than \$1,000.00 may not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney fees and costs from the non-prevailing party as determined by the Court. The provisions regarding the suspension of use rights does not apply to the portion of common areas that must be used to provide access to the parcel or utility service provided to the parcel.

10.7 NON-LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF BUENA VISTA CIVIC COUNCIL INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

10.7.1 IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF BUENA VISTA CIVIC COUNCIL HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND

MAINTAINING THE ENJOYMENT OF SKYVIEW ESTATES AND THE VALUE THEREOF; AND

10.7.2 ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR PASCO COUNTY OR PREVENTS TORTUOUS ACTIVITIES; AND

10.7.3 THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON. EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF BUENA VISTA CIVIC COUNCIL . (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

10.8 RESOLUTION OF DISPUTES. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE ASSOCIATION DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE . OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THE ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. ASSOCIATION HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A LOT.

10.9 VENUE. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (I) EXECUTED A PURCHASE AND SALE AGREEMENT, (II) RESIDES, (III) OBTAINS FINANCING OR (IV) CLOSED ON A LOT, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN PASCO COUNTY, FLORIDA. ASSOCIATION HAS AN OFFICE IN PASCO COUNTY, FLORIDA AND EACH LOT IS LOCATED IN PASCO COUNTY, FLORIDA. ACCORDINGLY, AN IRREFUTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN PASCO COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND ASSOCIATION AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN PASCO COUNTY, FLORIDA.

10.10 RELIANCE. BEFORE ACCEPTING A DEED TO A LOT, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. ASSOCIATION IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A LOT THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO ASSOCIATION ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT, FOR ASSOCIATION TO SUBJECT BUENA VISTA CIVIC COUNCIL TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, AGREE NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

11. **General Provisions.**

11.1 Authority of Board. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Owners shall be bound thereby.

11.2 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

11.3 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

11.4 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is except to the extent provided otherwise as to any particular provision of the Florida Statutes.

11.5 Conflicts. In the event there is a conflict between this Amended and Restated Declarations and the original Restrictive Covenants and Conditions, the Modification of the Restrictive Covenants and Conditions and the By-Laws, the Amended and Restated Declarations shall control.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the day and year first written above.

WITNESSES:

Gerdena Langille
Witness No. 1

GERDENA LANGILLE
Printed Name

Don Henry
Witness No. 2

DON HENRY
Printed Name

ASSOCIATION:

BUENA VISTA CIVIC COUNCIL, INC.

By: Dennis Luke
Dennis Luke, As President

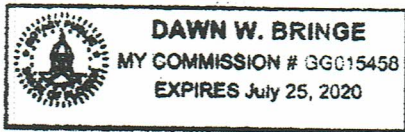
Attested to:
By: Theresa Wood

Theresa Wood, As Secretary

STATE OF FLORIDA
COUNTY OF PASCO

BEFORE ME personally appeared Dennis Luke, who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this 4th day of April, 2019.



Dawn W. Bringe
Notary Public, State of Florida

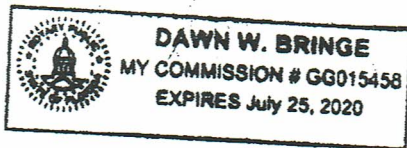
Print, Type or Stamp Name of Notary

Personally known to me, or
 Produced identification: _____

STATE OF FLORIDA
COUNTY OF PASCO

BEFORE ME personally appeared Theresa Wood, who executed the foregoing instrument, and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this 4th day of April, 2019.



Dawn W. Bringe
Notary Public, State of Florida

Print, Type or Stamp Name of Notary

Personally known to me, or
 Produced identification: _____