

BK 1003 PG 0541

AMENDMENT
TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
LAS BRISAS

THIS AMENDMENT made on the date hereinafter set forth by THE BOARD OF DIRECTORS, hereinafter referred to as the "Declarant", joined by the owners of record in LAS BRISAS.

W I T N E S S E T H:

WHEREAS, Declarant, together with owners joining in this document, represent all of owners of the lots or parcels in LAS BRISAS, situate in Citrus County, State of Florida, and desire to amend the Declaration for LAS BRISAS as hereinafter set forth. It is

NOW THEREFORE, FOR A SUM OF \$42.00 and other considerations, and mutual promises and covenants contained herein, agreed by and between the parties hereto, for themselves, their heirs, successors and assigns, that the said Declaration, duly recorded in O.R. Book 267, 705, 752, at pages 332, 217, 1701, and further recorded in Plat Book 13, at pages 9 & 10, all of the public records of Citrus County, Florida, shall be, and the same hereby is amended to provide as follows,

DECLARATION OF THE COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE LAS BRISAS HOME OWNERS ASSOCIATION OF HERNANDO, FL., INC.

The Las Brisas Homeowners Association of Hernando, Fl., Inc. shall be run by an elected Board of Directors, consisting of a President, Secretary, Treasurer and two Directors. These officers shall be home owners and shall be elected at the regularly called annual meeting and shall serve a term of one year. The regular meeting of the Board of Directors shall be on the second Tuesday of each month at 7:30 P.M. and take place at the Clubhouse.

The duties of the President are to conduct the meeting in the manner prescribed by Roberts Rules of Order and to oversee the operation of The Las Brisas Homeowners Association of Hernando, Fl., Inc. Since the President is elected to lead the organization he should attempt to solve problems, when they arise, before they become major items.

The Secretary shall record the events of the meetings in the minutes which are then read at the following meeting. The Secretary shall also maintain the list of members of the organization and receive and report on all correspondence. The Secretary shall notify all Board members of meetings, supply an agenda and notify all members of the annual meeting following the required procedures.

The Treasurer shall keep a detailed listing of all income and payments which should be presented at the regular Board meetings. The Treasurer shall also maintain a schedule of member payments. A year end detailed report shall be presented to the annual meeting. The records of the Treasurer shall be audited on a regular basis at the time of the annual meeting.

The Directors shall review the Treasurer's report before each regular Board meeting and shall by writing certify the report as correct. The Directors shall be involved in all decision making activities and shall be assigned responsibilities by the President.

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FILED & RECORDED
CITRUS COUNTY, FLORIDA
DETTY STRIFLER, CLERK
OCT 15 AM 10 07
VERIFIED BY
D.C.

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ARTICLE I
DEFINITIONS

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Section 1. "Association" shall mean and refer to The LAS BRISAS HOMEOWNERS ASSOCIATION OF HERNANDEZ, FL., INC., a Florida Corporation, not-for-profit, its successors and assigns.

Section 2. "Owner" shall mean and refer to record owner, one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of the obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be bought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to an plot of land shown upon any recorded subdivision map or approved site plan of the properties with the exception of the Common Area.

Section 5. "Common Area" shall mean and refer to those areas depicted on the recorded subdivision map or approved site plan of the Properties and shown as common areas, including the street right-of-way.

Section 6. "Assessment" shall mean a share of the expenses for the Common Area Properties required from time to time as are assessed against the lots and the owners thereof for the operation, maintenance, repair, upkeep and replacement of the Common Area Properties.

Section 7. "Common Area Expenses" shall mean the expenses and charges described in this Declaration incurred or to be incurred by the Lot Owners and assessed or to be assessed upon the lots and owners thereof for the operation, maintenance, repair, upkeep and replacement of the Common Area Properties.

Section 8. "Lot Owners" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot within the development known as "LAS BRISAS HOMEOWNERS ASSOCIATION OF HERNANDEZ, FL., INC."

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS

Section 1. Each owner of a lot which is subject to assessment 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.

Section 2. Each homeowner, whose current assessment has been paid, shall have but one vote on matters concerning the Association. Owners of multiple lots will have one vote.

Section 3. Any member may cast a Proxie vote for any member unable to be present at the annual or special meeting. The written request of the absent homeowner must be shown to the President before the meeting.

Section 4. All liens must be satisfied before property can be passed to any person or persons.

Section 1. Purpose of Assessments. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the entranceway, the roads and road rights-of-way, sidewalks, retention areas, the acquisition and operation of recreation facilities and other common properties owned by the Association.

Section 2. Annual Assessments. The Board of Directors shall establish an annual budget based upon anticipated expenses, costs, taxes and other charges, costs or fees expected to be incurred by the Association during the forthcoming year. The Board of Directors may include reserves in such budget, or may waive reserves. Once the budget is established, the same shall be mailed to the Lot Owner at the address of the lot in LAS BRISAS, U. S. Mail, First Class, postage prepaid, or hand delivered to said property. Together with such budget, a notice of an annual meeting shall also be delivered. Said annual meeting of the Association shall take place no less than fifteen (15) days from the date of mailing or delivery of the budget and notice, and no more than forty-five (45) days from such date, at a place, time and location determined by the Board of Directors and set forth in the notice. At such annual Association meeting, the budget shall be approved as adopted by the Board of Directors, unless at least $66 \frac{2}{3}\%$ of the votes authorized in the Association shall vote, modify or reject the said budget. Annual assessments determined in said budget shall be due and payable equally by each and every Lot Owner, so that each Lot Owner shall pay an equal amount of said annual assessment which shall be due monthly or quarterly as may be determined by the Board of Directors at the time of the adoption of the budget. Absentee owners will be notified at the address of record.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessment 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, maintenance, repair or replacement of the road, right-of-way, sidewalks, entryway, retention areas or other common properties, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds ($\frac{2}{3}$ rds) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Notice and Quorum for any Action Authorized Under Sections 2 and 3. Written notice of any meeting called for the purpose of taking action authorized under Section 2 or Section 3 shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes shall constitute a quorum.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots. The due dates for both annual and special assessments shall be established by The Board of Directors, and shall be payable monthly or quarterly as the Board shall determine.

Section 6. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to an owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand, and for any 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 is binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate of interest allowed by law. If not paid within said time, the Association has the right to file a lien against the Property to secure unpaid assessment or assessments. In the event litigation arises under said lien, the lien shall secure all unpaid assessments due as of date of filing of the lien, together with all assessments due by said Lot Owner through judgement in the litigation. Any such lien shall be foreclosed in the manner authorized for the foreclosure of mortgages in the State of Florida. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure of any first mortgage shall extinguish the lien of such assessment as to payments which became 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. In the event a first mortgage is foreclosed and the lien of the Association is thereby terminated or extinguished, that the assessments due by the remaining Owners in LAG ERICAE, shall be ratably adjusted to collect such additional funds as may be necessary to replace the funds lost through the said mortgage foreclosure. This extinguishment shall not affect in any way the Association's right to seek payment of the lien from any proceeds over and above the amount of the foreclosure judgement in a court of law.

ARTICLE IV GENERAL PROVISIONS

Section 1. Enforcement. The Association, 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. Failure by the Association 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 judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind this land, for a term of twenty (20) years from this date of recording this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75) percent of the Lot Owners. An amendment to these covenants and restrictions must be submitted to the Association Board of Directors to be reviewed. The Amendment then must be submitted to all Property Owners at a Special Meeting or or to the annual meeting for approval and adoption as specified above.

ARTICLE V USE RESTRICTIONS SINGLE FAMILY MOBILES HOMES

In addition to complying with the other obligations and duties set forth in this Declaration, the properties are subject to, and the Owners shall comply with, the following restrictions:

1. Residential Use. No Lot shall be used except for single family residential purposes. No more than one single family mobile home may be placed or constructed on any lots shown, in the subdivision plat.

2. New Homeowners and Mobile Homes. Each new homeowner establishing a mobile home in LAS BRIAS shall present a description of the home and a diagram of the site and grounds for approval of the Association Board of Directors. This shall be accomplished before the establishment of the new home. Approval by the Board of Directors is dependent on compliance with the standards established within the Covenants and Restrictions contained herein, and the recommendations of the Board of Directors. The Association Board of Directors shall approve the plans only when any changes requested are completed.

3. Mobile Home Dwellings. Any and all mobile homes placed within the subdivision shall be of a double wide design and have shingle roofs. Furthermore they will be constructed and maintained with concrete driveways and grassed front, side and rear lawns. Each mobile home shall have shrubbery or a shrubbery planter in front of the mobile home. Each mobile home shall be skirted with wheels and tongue removed and, shall have a carport. No mobile home shall have any air-conditioning or heating apparatus or facility which is placed in the window or extends through the sides of the mobile home. No antennas shall be placed upon the mobile home, and the height and type of antenna, and the location thereof, shall be subject to the Association, and subsequent thereto shall be subject to rules and regulations adopted from time to time by the Board of Directors. All mobile homes shall be situate and placed on the lot within the measured set-backs shown on the plat. Lot Owners shall be permitted to have a single umbrella-style clothes drying rack located in the rear one-half of the lot. All utilities shall be placed underground. In addition, any and all units, whether new, used, or pre-owned, that are to be placed within the subdivision must meet approval of the Board of Directors.

4. Easements. Perpetual easements for the installation and maintenance of utilities and drainage areas are hereby reserved to the Association in and to all utility easement and drainage easement areas shown on the plat, and the Association shall have the right to convey such easements on the exclusive or non-exclusive basis to any person, corporation or government entity. Neither the easement rights reserved pursuant to this Paragraph, nor as shown on the plat, shall impose any obligation on the Association 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 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 and maintenance of the easement area or direction of flow or obstruct or retard the flow of water through drainage channels in any easement areas. The easement area 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, except for those improvements for which a public authority or utility company is responsible. With regards to specific easements for drainage shown on the plat, the Association shall have the right, but without any obligation imposed thereby, to alter or maintain drainage facilities in such easement areas, including slope control areas.

5. Accessory Structures. Other than the mobile home and one utility shed (to be constructed or placed in the rear one-half of the lot), no tent, shack, garage, 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, temporary buildings, mobile homes or field construction offices may be used by contractors in connection with construction work. No recreation vehicle may be used as a residence or for any other purpose on any of the lots in the development and must be kept parked on a concrete slab.

6. Commercial Uses and Nuisances. No trade, business, profession or other type of commercial activity shall be carried on upon any lot, except that Real Estate Brokers, owners and their agents may show dwellings in the development for sale or lease; nor shall anything be done on any lot which may become a nuisance or an unreasonable annoyance to the neighborhood.

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 that they are not kept, bred or maintained for any commercial purposes; provided further that no person owning or in custody of a dog shall allow the dog to stray or go upon another lot without the consent of the owner of such lot; and provided further that no more than a total of two animals may be kept on any lot. All animals shall be on a leash when outside of the owner's lot. The Board of Directors may adopt rules and regulations from time to time as to areas where animals shall be permitted or restricted.

8. Fences, Walls and Hedges. Fences, Walls and Hedges may be constructed or maintained to a height not to exceed six (6) feet, but only on rear lot lines. Side and front yards may not exceed forty-two (42) inches. Fences and/or walls shall only be made of masonry or wood materials. All fences must be approved by the Board of Directors.

9. Vehicles and General Appearances. Except for commercial vehicles making deliveries, all such types of commercial trucks, recreational vehicles or boats on trailers must be kept and maintained in such a manner so as not to detract from the general appearance of the development. Property owners shall maintain the property in a neat and attractive manner; each tract shall be kept free of garbage, debris and trash at all times; no junk, junk vehicles, salvage, accumulation of trash or waste materials, or any vehicle not in running condition shall be kept on the property. The property and all improvements shall be pleasing to the eye and not detract from the general appearance of LAS BRISAS.

10. Storage. No lot shall be used for the storage of rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers properly concealed from public view.

11. Signs. No signs shall be displayed with the exception of a maximum of one (1) "For Sale" sign upon each lot not exceeding 36" x 24".

12. Adult Mobile Home Development. LAS BRISAS is limited to adult living. No permanent residents shall be allowed to live in LAS BRISAS who are under the age of eighteen (18) years. Permanent residency is defined as residing for more than two (2) months during any twelve month period. An adult is defined as anyone eighteen (18) years or older.

13. Mailboxes. The Association reserves the right to require uniform mailboxes, or mailboxes of a uniform style in a specified location. The Board of Directors shall have the right to promulgate rules and regulations from time to time governing the maintenance and style of said mailbox facilities.

14. Enforcement of Rules, Regulations and Restrictions. The terms and provisions of this Declaration, and the rules and regulations adopted hereunder, and under the terms and provisions of the corporate charter and the bylaws may be enforced by the Board of Directors for the Association and these rules, regulations, restrictions, terms and provisions of the Declaration, the corporate charter or the bylaws may be enforced by court order, or damages sought in a court of competent jurisdiction. For any action brought to enforce any of the terms and provisions herein contained, or contained in the corporate charter, the bylaws or rules and regulations adopted thereunder, the prevailing party shall recover all costs and attorneys' fees incurred, including any fees incurred on appeal.

ARTICLE VI
RECREATIONAL FACILITIES

1. Pool. The following guide lines should be observed in the use of the swimming pool:

- A. Home owners should accompany adult guests, and shall accompany any children under the age of twelve years.
- B. Be considerate of others.
- C. 10:00 P.M. closing of pool.
- D. No glass containers used on the deck area.
- E. Secure any umbrella used prior to leaving pool area.
- F. Use the pool area as an extension of your home.
- G. Obey the posted rules.

ARTICLE VII
CONSOLIDATION OF LOTS

Section 1. Those individual owners of contiguous lots (one or more) that purchased said lots from the developer, for so long as the two contiguous lots are under single ownership, and no more than one (1) single-family mobile home or dwelling unit is situate thereon, the two contiguous lots shall be deemed to be and treated as a single lot for all purposes at LAS BRISAS, including but not limited to maintenance costs and assessments, special costs and assessments, and voting purposes.

Section 2. The owner of the two contiguous lots shall have the right to sell the lots on an individual basis and terminate the consolidation, so long as the mobile home or dwelling units and their installation comply with the restrictions for LAS BRISAS and applicable municipal and governmental codes. Upon the transfer of the lots into separate use or ownership by recording a deed in the appropriate public records, or upon installation of a mobile home or dwelling on each lot, whichever shall occur first, each lot shall be treated as a separate lot and shall pay it's allocable share of maintenance assessments and costs, special assessments and costs, and each lot shall have a vote appurtenant thereto.

EXCEPT as herein expressly amended, the parties hereto hereby ratify and confirm the said Declaration of Covenants, Conditions and Restrictions for LAS BRISAS.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 15th day of October 1993.

In the presence of:

[Signature]
Sandra M. Clark

The LAS BRISAS Homeowners Association
of Hernando, Fl., Inc.
A Not For Profit Florida Corporation

By [Signature] (Seal)

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME, the undersigned officer, duly authorized to take acknowledgments and administer oaths, appeared Robert B. Knoll as President of the LAS BRISAS Homeowners Association of Hernando, Fl., Inc., a Florida Corporation, to me known and known to be the person described in the foregoing joined and consent, and he acknowledges that he executed the foregoing instrument as said officer on behalf of the Association, and as his free act and deed for the purpose therein expressed.

WITNESS my hand and official seal at WILKESVILLE FL said county and state, this 15 day of OCT 1993.
My Commission Expires:

[Signature]
Notary Public



OFFICIAL SEAL
ROBERT CARL CLARK, SR.
MY COMMISSION EXPIRES
APRIL 07, 1998

BK 1003PG0548

JOINER IN AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

The undersigned being the owner(s) of the lot designated, in LAS BRISAS, Citrus County, Florida, does hereby join in and consent to the Amendment to the Declaration, pertaining to the deletion of any and all reference to the Developer; establishes a Board of Directors and makes all contents herein appropriate to the LAS BRISAS HOMEOWNERS ASSOCIATION OF HERNANDEZ, FL., INC., AND by execution hereof, does authorize the Declarant to record this consent and joinder in the public records of Citrus County, Florida, as Exhibit "A" thereto:

Witnesses to all Lot Owners:

Robert C. Lyte
Sandra M. Clark

Lot Owners: 17

Robert C Lyte & Annie Beatty
DRIVERS LIC 11-95
T-300-763-19-426-0 (Seal)
14 Lot # (s) EXPIRES 11-26-95
Joseph M. Cassell, C.O. 1625-77729-114
HARRISON J. CASS. 11c (Seal) ³⁴²⁻²⁷ (6-1992)

(Seal)
Lot # (s) 24 - 2347 N. Loma Pt.
Harwin C. Herbst
H612 163 24 1250 4/5/96 (Seal)
Michael L. Herbst
H612 550 25 1940 8-14-95 (Seal)
Lot # (s) 13
GENEVA L. MCGEE (Seal)
2320 N. Loma Point ^{190 RP. 2/94} (Seal)
Lot # (s) _____
Edward H. Hood ^{RP. 2/94} (Seal)
Billie Hood ^{RP. 2/94} H380 00018 283 (Seal)
Lot # (s) 11 512

Anthony J. Morandi (Seal)
McAdoo-010-21-271 ^{24 2/96} (Seal)
Lot # (s) 25-26

Sharon M. Miller (Seal) ^{2/94}
W 86089306 059 (Seal)
Lot # (s) 259

Edythe K. L. Hancock (Seal)
219 J. L. 252-217-36-517-0 (Seal) ^{2/94}

Lot # (s) 5
E 200 497-28-047
Joe S. Baker (Seal)
Wanda S. Eck ^{2/95} (Seal)
Lot # (s) _____

