DECLARATION OF COVENANTS, CONDITIONS, AND (DEED) RESTRICTIONS OF GREAT CYPRESS VILLAGE

a Florida not for profit corporation (with Amendments)

Preamble (Declarations)

Declaration covering Great Cypress Village, a subdivision of Pasco County Florida, according to the Plat thereof as recorded in Plat Book 18, pages 30 and 31, of the public records of Pasco County, Florida.

Whereas, Great Cypress Village Homeowner's Association Inc., a Florida Corporation is the owner in the fee simple of certain real property located in Pasco County, Florida, known by official plat designation as; Great Cypress Village, a subdivision of Pasco County, Florida according to the plat thereof recorded in Plat Book 18, pages 30 and 31, of the public records of Pasco County, Florida.

These Declarations shall be confined by the 2008 Florida Statutes, Chapter 720 defining Homeowners Associations. These Articles of Incorporation shall reflect and fall within the guidelines expressed and implied by the 2008 Florida Statutes, Chapter 617 defining Corporations not for profit.

These Declarations are subordinate to these State Statutes and will be found void and invalid if any are in conflict with cited State Statutes. A copy of the current Florida State Statutes shall be kept in the office of Great Cypress Village, available for resident reference.

ARTICLE 1 DEFINITIONS

Section 1: "Association"

Shall mean and refer to Great Cypress Village Homeowner's Association Inc., a Florida corporation, not for profit, its successors and assigns.

Section 2: "Owners"

Shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot and/or unit which is part of the described subdivision, but shall not include those persons or entities holding title merely as security for the performance of an obligation.

Section 3: "Common Areas"

All real property owned by the Association, includes tracts (a), (b), (c), and (d) as shown on the plat Great Cypress Village recorded in Plat Book 18 pages 30 and 31, of the public records of Pasco County, Florida.

Section 4: "Subdivision"

Shall mean and refer to the subdivided real property herein described above.

Section 5: "Member"

Every person or entity holding membership in the Association, as provided for in the Articles of Incorporation, Declarations and By-Laws of the Association.

Section 6: "Maintenance"

Shall mean to maintain common areas and assets comparable to their original condition, normal wear and tear accepted. Implement maintenance of landscaping necessary to promote a healthy environment for plant growth.

Section 7: "Capital Improvement"

Betterment of a building or equipment or asset of Park property which extends its life or increases its value, usefullness or productivity. Any permanent improvement constructed on the common area that the Association is obligated to maintain, repair or replace. The cost of a capital improvement is added to the basis of the asset improved and then depreciated, in contrast to repair and maintenance which are expensed monthly.

Section 8: "Community"

"Community" shall mean and refer to that certain residential development known as Great Cypress Village as described in Sections 3 & 4 of Article I, "Declarations".

ARTICLE II PROPERTY RIGHTS

Section 1: Use of Common Areas

only the current resident, shall have the right of use and enjoyment within and to the common area which shall be included to and shall pass with the title of each lot. The Board of Directors can charge reasonable fees for the use of any facility located upon the common areas. The Board of Directors shall assess a fine commensurate to the repair or replacement cost of damages caused by any owner or their guests, of common assets. The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes as may be agreed upon with an instrument signed by not less than fifty-five percent (55%) of the lot and/or unit Owners recorded among the books and records of the Association and filed among the public records of Pasco County, Florida with the formalities necessary to the Recordation of a deed.

Section 2: Easements

Easements for installation, in maintenance of utilities and drainage facilities are shown on the recorded subdivision plat. The easement area of each lot shall be continuously maintained by the Owner of each lot. Access for maintenance by a public authority or utility company is NOT responsible to replace or repair any obstructions placed on the easement by the lot owner. Any damage to the street, sidewalk, or other common assets caused by trees or plants stemming from private property, will be repaired or replaced at the owner's expense.

Section 3: Liability for Damage or Unauthorized Alterations to Common Property should any owner or any tenant, household member, guest, or occupant of the Community (a) cause any damage to any improvement or to any portion of the Common Areas, Association Property, or the Community, or (b) undertake any unauthorized improvements or modifications to a home or any part of the Common Areas, Association Property, or the Community, the Association shall have the right to repair or caused to be repaired any such damage or remove or caused to be removed any such improvements or modifications, including but not limited to by entering upon a Lot or any part of the Community to have the required repairs or maintenance performed, or to remove the unauthorized improvements or modifications. All costs incurred by the Association in so doing, including reasonable overhead costs and attorneys' fees, shall be assessed against the Owner as a Specific Assessment which shall be collected in accordance with the provisions of Article IV.

ARTICLE III

MEMBERSHIP IN ASSOCIATION AND VOTING RIGHTS

It is intended that the Community be operated as "housing for older persons" in accordance with the Federal Housing for Older Persons Act of 1995 (as amended or modified from time to time, "HOPA".) Under HOPA, "older persons" are defined as persons fifty-five (55) years of age or older. The Community shall comply with HOPA and is intended to be reserved for occupancy by persons fifty-five (55) years of age or older, with certain exceptions as allowed by HOPA. Unless they were in residence prior to the adoption of HOPA regulations, at least eighty percent (80%) of all occupied Units within the Community must be permanently occupied by at least one Resident fifty-five years of age or older. Persons under the age of eighteen (18) are permitted to occupy a home for a maximum of 28 days in any calendar year as a guest of an owner as provided herein and will not be considered to be a "permanent resident" under such circumstances. All prospective residents will be screened for compliance with these provisions, and no residency will be accepted nor continued, without satisfactory proof of age such as a valid drivers license, birth certificate or passport. Residents of lots and/or units which do not comply with these HOPA provisions may be evicted from the Community.

Section 1: Membership

Persons owning lots and/or units in the subdivision that are evidenced by the recordation among the public records of Pasco County, Florida, shall automatically be members of the Association and as such may attend all membership meetings. All meetings held shall be attended only by members of the Association. Any Full Time Family Member, "not renters", living in the family home while the Owner is not there, may attend the Association Meeting without a voice (To Listen only). All meetings held shall be attended only by these members. Association membership automatically terminates when such persons divest themselves of their respective interests from owning a lot and/or unit.

Section 2: Voting

The vote required for the passing of any particular issue which shall be the proper subject of the vote by the Members of the Association, shall be the number as set forth in the Articles of Incorporation and By-Laws of Great Cypress Village Homeowner's Association Inc., as the same may be amended from time to time.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Assessment Obligation

Each Owner of a lot is obligated to pay maintenance assessments and special assessments for capital improvements. All such assessments plus expenses incident to collection of any delinquent assessments shall be the responsibility of the offending lot owner(s). Retrieval of delinquent funds can be summoned in the same manner as a mechanics lien, mortgage lien foreclosure, or by a collection agency.

ARTICLE V FISCAL MANAGEMENT

Section 1: Board Adoption of Budget

The Board of Directors shall adopt a budget for the expenses of the Corporation in advance of each fiscal year at a meeting of the Board called for that purpose at least forty-five (45) days before the end of each fiscal year.

Section 2: Assessments

The assessments are to be primarily used for maintenance of common areas and assets thereon and provide security and safety of the members while utilizing same. The Board of Directors is required to submit to the Association for its approval, a detailed proposed annual budget that includes any change of the assessment. The total increase shall not exceed (115%) of the assessments for the previous year. Maintenance assessments shall also cover items of service which may include, but not limited to:

- 1) Electrical service and components for the common areas and improvements
- 2) Maintenance of the common areas including buildings, equipment, and necessary personnel for lawn care and shrubbery
- 3) Maintaining the ingress and egress easement shown on the plat of the subdivision
- 4) Procure property damage and public liability insurance against all liability to any owner arising out of the occupation and/or use of the common areas

- 5) Solid waste, garbage and utility usage for the common areas
- 6) Legal fees, accounting fees and miscellaneous management
- 7) Debt service
- 8) Bonding of any Officer/Directors
- 9) Operating Capital
- 10) Reserve accounts for capital expenditures and/or deferred maintenance
- 11) Fees payable to any governmental entities
- 12) Inflation percentage attributed by the U. S. Dept. of Labor Consumer Price Index for the preceding 12 months, and;
- 13) Contingency Allowance
- 14)Other Expenses

Section 3: Reserve Accounts for Capital Expenditures and/or Deferred Maintenance These amounts shall include, but not limited to, roof replacement, building painting, pool maintenance and pavement resurfacing regardless of the amount of deferred maintenance or replacement cost, and for any other items for which the deferred maintenance or replacement costs exceeds TEN THOUSAND AND NO/100 DOLLARS (\$10,000.). Reserve funds and any interest accruing thereon shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of a quorum of the members entitled to vote in person or by limited proxy at a duly called meeting of the association.

Section 4: Taxes

It shall be the obligation of the Board of Directors to include taxes or any other governmental levies and charges of any kind which are assessed or imposed upon the common areas and/or subdivision assets in the annual budget preparation.

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Section 5: Budget Meeting

The Board of Directors will distribute a meeting notice and copies of the proposed annual budget to the Members not less than thirty (30) days before the meeting at which the budget will be considered.

Section 6: Member Rejection of Excessive Budget

If a budget adopted by the Board of Directors requires assessments against the Members in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the assessments for the previous year, the Board, on written application of twenty percent (20%) of the Members, shall call a special meeting of the Members within thirty (30) days. The special meeting shall be called on not less than fourteen (14) days posted and/or written notice to each Member. At the special meeting, Members shall consider and enact a budget by vote of not less than a quorum of members entitled to vote.

Section 7: Budget Adoption By Members

At its option, for any fiscal year, the Board of Directors may propose a budget at a meeting of Members or in writing. If the proposed budget is approved by the Members at the meeting of a quorum of Members entitled to vote the budget shall be adopted and the Board of Directors shall notify the Members by written notice at least thirty (30) days in advance, of the assessment amount and the monthly due date established by the Board of Directors.

Section 8: Budget

The budget sums proposed by the Board of Trustees are an estimate of the actual cost of the operation and/or maintenance of association property. The Board of Directors shall assess lot owners a pro-rata share (a fair share) of a sum sufficient to cover the annual budget operations expenses. If said funds are insufficient to cover payment of the obligations, the budget may be modified by calling an emergency meeting of the members to approve an assessment increase. If expenses were less than the total budget amount, such excess will be taken into consideration in the preparation of the budget for the next ensuing year.

Section 9: Special Assessments

The Board of Directors, may levy a special assessment defraying in whole or in part the cost of any new construction, repair or replacement of a major asset upon the Common Areas, consummated by the assent of a legal quorum of the lot owners voting in person or by proxy. Special Assessments shall be determined by the actual cost of construction of a capital improvement upon the common areas. Owners shall be assessed an amount equal to the total cost of the capital improvement, divided by the current total number of improved lots on the records of the corporation.

Section 10: Uniformity

All assessments must be fixed at a uniform rate (a fair share) for all lots.

a) Maintenance Assessments

Each owner's monthly portion of the Maintenance Assessment is formulated using their "fair share" of the Annual Budget divided by twelve (12)

Section 11: Commencement of Assessments

The Board of Directors shall notify lot owners by written notice a minimum of thirty (30) days in advance, the amount and date commencing the collection of the new assessment (s). The assessments may then be collected on a monthly basis. The Association shall for a reasonable charge, furnish a certificate signed by the Treasurer stipulating whether the assessments of a specified lot have been paid.

Section 12: Subordination of Lien

The lien of the assessments provided for herein shall not be subordinate to the lien of any Institutional first mortgage securing and indebtedness and shall not be to any mortgage owned or insured by the Federal Housing Administration or the Veteran's Administration. An institutional first mortgage referred herein shall be a mortgage upon a single lot and/or unit granted to or owned by a bank, savings and loan association, or insurance company or through their respective loan correspondence intended to finance the purchase of a lot and/or unit or its refinance or secure loan with a primary security for the same in the single lot and/or unit involved, Should any institutional first mortgagee as described herein above foreclose its mortgage against the lot and/or unit and obtain title to said lot and/or unit, secured by such first mortgage by conveyance in lieu of foreclosure, then so long thereafter as such institutional mortgagee shall hold title to said lot and/or unit the first mortgagee shall pay its pro-rata share of all assessments as provided for herein. The sale or transfer of any lot and/or unit pursuant or subsequent to a foreclosure or proceedings in lieu thereof shall not extinguish the personal obligation of the Owner who was the owner of record prior to said foreclosure or proceeding in lieu thereof.

Section 13: Effect of Non Payment of Assessments

Any lot owner(s) whose assessment is not paid by the 10^{th} of the Month will be levied a charge of \$10.00 for each month delinquent. No Owner may waive or otherwise escape liability for the assessments provided for herein by non use of the lot/ or unit, common areas or the unapproved selling of, foreclosure of, or abandonment of lot/or unit.

ARTICLE VI EXTERIOR MAINTENANCE

Section 1: Description

Each lot owner is responsible for the overall appearance and maintenance of their lot/unit. It shall be kept orderly, neat, clean and free of litter. Watering, weeding, replacement of sod and grass and the maintenance of shrubs, trees, walkways, driveways and structures are the responsibility of the Owner. It is important that someone is designated by the Owner to be responsible for the appearance of your home and lot while away for an extended period.

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Section 2: Association's Right to Maintain

If any Owner shall fail to maintain their property or keep clean any lot and/or unit in the manner herein provided, for more than fourteen (14) days after being notified in writing of the violation(s), the Association may enter upon such premises for the purpose stated in said notice. In the event it becomes necessary for the Association to maintain a lot/unit, the Board of Directors shall be entitled to assess the Owner for the expense incurred in maintaining same. Any assessment cost and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property and the personal obligation of the Owner of Record of the property.

Section 3: The Home

All homes shall be subject to an annual inspection of its exterior to insure that it meets all Park standards and requirements.

ARTICLE VII USE (DEED) RESTRICTIONS

R1 - Dwelling Type and Size:

Each lot owner shall only install a double wide manufactured home, equal to or greater than exterior dimensions of 24 feet by 36 feet, or 864 square feet, exclusive of screened enclosures, carports or other auxiliary structures. Skirting shall be hurricane resistant split block concrete or management approved masonry equal.

R2 - Unit Setback on Lot:

Perimeter setbacks for all residential units shall abide with Pasco County restrictions.

R3 - Temporary Structures:

No tent, shack, shed, fence or temporary structure of any kind shall be permitted upon any lot or common area without prior written consent of the Architectural Committee.

R4 - Lot or Boundary Changes:

No lot shall be subdivided, or boundaries changed except with the written consent of the Board of Directors and also Pasco County Permitting.

R5 - Occupant Use:

Each lot and/or unit shall be used for the purpose of a family residence. The permanent occupant capacity of any home shall not exceed two (2) persons per bedroom. Guest's extended visits will be considered a factor in the permanent resident limit of subject home.

R6 - Business Use:

Any business being conducted in any residence by the owner or guest shall not induce the use of the clubhouse, nor produce street or clubhouse area parking or increased traffic within the community.

R7 - No illegal activity shall be permitted upon any part of the lands known as Great Cypress Village, nor shall any annoyances be tolerated by the residents.

R8 - Signs:

No sign of any kind shall be displayed on a lot or unit without the prior written consent of the Board of Directors except customary name and address signs. For Sale signs shall not be more than five (5) square feet in size and must include the words "Deed Restricted".

R9 - Recreational Vehicles, Boats, Etc.

Trailers, campers, boats, boat trailers or recreational vehicles shall not be parked or kept on a lot. Any commercial or "restricted vehicle" shall be parked at the (RV) lot with a Board issued permit clearly visible. Overnight and extended parking is available at the clubhouse parking area with a Board issued permit clearly viewable. Street parking after dark is a Safety concern and is not recommended. Only non gasoline engine powered boats less than sixteen (16) feet in length are permitted on the lake. Recreational vehicles are permitted to park on the street in front of your home temporarily for loading and unloading purposes. Only minor vehicle repair, flat tires, battery, etc. is allowed in the Park. No major repairs are allowed.

R10 - Pets:

Cats, small to medium size dogs and other customarily kept house pets are permitted on lots and in units. Two (2) such pets are allowed per household. Size and weight exceptions will be made for service canines which are licensed and registered for use by the disabled. Unescorted pets shall not freely roam outside owner's premises. Any resident or other person having charge of a pet is to cleanup, remove and dispose any droppings left by such pet anywhere in the Village.

R11 - Containers, Garbage, and Disposal:

Containers used for collection of garbage and trash must be kept from public view until the evening (PM) before scheduled pickup days. Each unit owner is to contract for such pickup by an independent local company at each Owners expense.

R12 - Tree Removal:

No tree over 4" in diameter may be removed from any lot or common area until first approved in writing by the Board of Directors. If BOD approval is granted the Owner must then contact the appropriate Pasco County department for current guidelines and necessary permits before any tree removal is undertaken. Any tree removal requires that the stump also be ground or removed in order to complete the restoration of the disturbed lawn area.

R13 - Gas Containers and Water Softeners:

Bottle gas tanks and soft water tanks shall be located to not be visible from the street.

R14 - Swimming Pools and Structures:

No above ground pools are allowed. The construction of structures of any kind shall first require the written consent of the Architectural Committee. The Owner is then responsible to secure any necessary Pasco County permits.

R -15 Mail Boxes:

Each owner shall have a U.S. Postal Service approved mail box installed at a curbside location.

R - 16 Wells:

only individual wells for watering lawns and shrubbery are permitted.

R - 17 Common Areas:

Nothing shall be altered on, constructed on, planted on, or removed from the Common Areas by anyone or any organization without the prior written consent of the BOD

R -18 Easements:

Plants or other material placed hereon may interfere with the installation and maintenance of utilities. When any plants or other resident owned material are removed or damaged by the Utility or Public authorities, the lot owner shall absorb the financial loss entirely. The easement area of each lot shall be maintained continuously by the owner of the lot: except for those improvements for which a public authority or utility company is responsible.

R -19 Guests:

Visiting guests are welcome to enjoy certain common areas. All activities involving three or more guests need pre-approval by the BOD. Host residents of guests using park facilities will be held accountable financially for any damage occurring accidentally or otherwise, to park assets. Violations of park policies and rules by resident's guests will cause said resident to absorb the penalties of cited infraction(s).

R -20 Rules and Regulation

Each successive BOD shall create, maintain, publish, distribute, update and enforce rules and regulations that also address security and safety related to the use of any common area as well as the clubhouse and/or pool.

ARTICLE VIII RENTING OF HOMES

Renting of a home within the Park is not encouraged. However, if renting is desired by the unit/owner it is mandatory that a copy of the executed rental agreement be filed with the Board of Directors for written approval of the length of term as well as the ages and number of the desired tenants, **before** the occupancy occurs in order to insure that they are eligible to become residents of the Park The rental agreement shall contain a signed statement that the renter and the unit owner agree that they will observe all Declarations, By-Laws and such rules and regulations that the Board

of Directors has adopted or will adopt that are applicable to such rentals. It is the unit/owners total responsibility to maintain the unit/home and see to the observance of both renter and unit/owner of the Parks recorded documents as well as to all rules and regulations. The unit/owner must also agree that neither he nor his personal guests shall use the common areas of the Park while such rental use of unit/home is in effect. No renter may attend any meeting of the members of the Association in lieu of the unit owner.

ARTICLE IX RECREATIONAL VEHICLE AND BOAT STORAGE AREA common area (d)

- 1. Only trailers, boats, recreational vehicles or other large approved items may be stored within the fenced area and must display a current license plate.
- 2. Upon request by a lot owner/resident a numbered space will be assigned by a member of the RV committee. A (deposit) key will also be issued to the lot owner/resident as well as a copy of the current rules for use of the area as approved by the Board of Directors.
- 3. If the total spaces are all occupied any owner/residents with more than one vehicle must remove the extra vehicles from the fenced area if requested to do so to make room for another's vehicle if needed.
- 4. The fenced area is to be used for approved usage and/or storage by the residents of the community only and is not to be sub-assigned to any other person.

ARTICLE X ARCHITECTURAL CONTROL

Guidelines

a. Manufactured home units:

No exterior addition to or alteration thereon, can be made until the plans and specifications showing the details have first been reviewed and approved, in writing, by the Architectural Committee. If said committee fails to approve or disapprove the proposed plans and specifications within thirty (30) days of receipt, approval is not required and this Article shall be deemed to have been fully complied with. Any necessary Pasco County permits required are then the responsibility of the Owner.

b. Miscellaneous additions and alterations:

No structure, building, fence, wall or other improvement shall be installed nor shall any antenna, clothesline, or other external attachments be made until the plans and specifications showing the details and location of same have been submitted to and approved, in writing, by the Architectural committee. Any Pasco County permits required are then the responsibility of the Owner.

c. Exterior Painting

Painting of homes is allowed. However, an Architectural form must be submitted and approved for any exterior painting including trim colors and any painting of a driveway. There is no need for Architectural committee approval if the exterior home color, trim color, or paint in the driveway being used is the same color as was previously applied.

d. Damage and Destruction of Residences:

Any owner who has suffered damage by fire or any other casualty may apply to the Architectural committee for reconstruction, rebuilding, repair or replacement of his unit in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Detailed and complete plans need to show the end result. The appointed committee shall grant approval if the design proposed by the owner shall result in a finished unit of exterior design comparable with other units in the subdivision. Any necessary Pasco County permits required are the responsibility of the Owner.

e. Approval:

Whenever the approval of the appointed committee is required, such approval shall be in writing. In the event the appointed committee fails to approve or disapprove within thirty (30) days after receipt of a request to do so, approval shall be deemed to have been given in compliance with the terms of this article inclusively presumed.

f. Action:

The committee shall notify the Board of Directors of each approval or rejection. All approved requests by the Architectural committee shall be immediately posted in a conspicuous location at the clubhouse. Reconstruction or replacement shall be undertaken within six (6) months after the damage occurred and shall be completed within nine (9) months after the damage occurred, unless prevented by causes beyond the control of the owner.

g. Requester Appeals:

All rejected or denied requests by the Architectural committee may be appealed by the resident to the Board of Directors as final judicator. In the event that the Board of Directors fails to approve or disapprove within thirty (30) days after receipt of an appeal, approval shall be deemed to have been given in compliance with the terms this article inclusively presumed.

ARTICLE XI OWNERS OBLIGATION TO REPAIR

If all or any portion of a unit is damaged or destroyed by fire or other casualty, it shall be the duty of the owner to rebuild, repair or replace such unit in a manner which will restore it to its appearance and condition prior to the casualty.

ARTICLE XII 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 here after imposed by the provisions of the Declaration. Failure by the Association, Board of Directors, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: Severability

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

Section 3: Paragraph Headings

The paragraph headings contained in this declaration are for reference purposes only and shall not in any way affect the meaning, content, or interpretation thereof.

Section 4: Amplification

The provisions of this Declaration are amplified by the Articles of Incorporation and The By-Laws provided, however, no such amplification shall substantially alter or amend any of the rights or obligations of the owners as set forth herein. In the event of any conflict between this Declaration and the Articles of Incorporation or the By-Laws, this Declaration shall control.

Section 5: Amendments

This Declaration may be amended, changed, added to, derogated from, or deleted at any time upon the approval of not less than fifty-five percent (55%) of the Owners present in person or by proxy and voting on the proposed amendment at a meeting of Great Cypress Village Homeowner's Association, Inc. In order to be effective, any amendment to this Declaration must first be recorded in the public records of Pasco County, Florida, and such amendment shall contain certification by the President and the Secretary of Great Cypress Village Homeowner's Association, Inc. that the amendment was duly adopted. The Covenants and Restrictions shall run with and bind the land for a term of twenty-five years (25) from the date this declaration is recorded after which time they shall automatically extend for successive periods of ten years (10).

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