

REFERENCE PURPOSES ONLY

HERNANDO BEACH SOUTH POA DEED RESTRICTIONS

1. IMPROVEMENTS. No building, addition, accessory, fence, television antenna or signal receiver, landscaping or other structure or improvement shall be commenced, erected, placed or maintained upon any lot, nor shall any exterior addition to or change or alteration be made until complete written plans and specifications showing the nature, kind, size (including the size and square footage of each separate room or area), driveway layout, shape, color, height, floor plan, materials, location and approximate costs of same have been submitted and approved in writing by Hernando Beach, Inc. The failure of Hernando Beach, Inc. to give notice of its disapproval of such plans and specifications within thirty (30) days after receipt shall be deemed to constitute its approval. Hernando Beach, Inc. shall have the authority to issue and publish written rules, standards and guidelines consistent with the requirements of this paragraph, respecting the design, construction and landscaping of dwellings and other improvements. Denial of approval of plans and specifications by Hernando Beach, Inc. may be based on any ground, including purely aesthetic grounds, in the sole discretion of Hernando Beach, Inc. Approval may be denied on the basis that the proposed structure, or material component thereof, including roof or facade, is identical or nearly identical to one already existing or approved for construction in the subdivision.

2. SET BACKS. There shall be nothing constructed on any lot, block or parcel except as hereinafter provided within a minimum of 10 feet from each side of the property line and 25 feet from the front property line and 20 feet from the back property line where the lot depth is 100 feet and 15 feet where the lot depth is less than 100 feet. Approved pools, screen rooms and fences are allowed in the rear set backs. Approved fences are allowed in the side set back.

3. WELLS, SEPTIC TANKS. There shall be no wells or septic tanks constructed in or on any lot, block, or parcel unless hereinafter designated and approved in writing by Hernando Beach, Inc. All property owners must use the water and sewerage system provided by Hernando County Utilities.

4. USE OF LOTS. All residential lots included in this Subdivision shall be used for single family residential purposes only. Hernando Beach, Inc. shall also be permitted to make temporary use of a construction trailer, model homes, sales displays, parking lots, sales offices or other offices, or any combination thereof, until all lots owned by Hernando Beach, Inc. are sold and the purchase amounts, including mortgages, are paid-in-full.

5. TRAILER STORAGE. No travel trailers, motor homes, boat trailers, utility trailers, or recreational vehicles shall be stored on any lot.

6. PETS. A cat, dog or other household pet may be kept by an owner, provided that said animal shall be restrained by a leash at all times that it is not within the confines of the home or fenced yard. All other animals or pets shall not be kept or harbored except with written permission of Hernando Beach, Inc. In the event any animal or pet is so approved and shall become, in the sole discretion of Hernando Beach, Inc., an annoyance to others, the said Hernando Beach, Inc., may order its permanent removal. No animal may be kept, bred or maintained for any commercial purpose.

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7. CARE OF LOTS. Lot owners shall keep their lots in a neat, clean and orderly condition, and in the event that the owner of any lot shall fail to maintain the same as aforesaid, the said Hernando Beach, Inc., reserves the right to enter upon said lot and care for same and cut the grass and remove the rubbish and to trim any trees and make a reasonable assessment for such care. All such assessments shall be paid within thirty (30) days from the giving of the notice of assessment. Notice shall be given in the manner as provided in Paragraph #21 of this Restriction Agreement. Trash, garbage or other waste shall not be kept except in closed containers.

8. LAUNDRY. All laundry to be dried outside the residence must be hung on a special drying apparatus in the form of a folding rack or umbrella which shall be placed at the rear of each lot.

9. SIGNS. No signs or advertisements shall be displayed on the lots, right-of-way, or any other part of the Subdivision, except as specifically designated and approved by Hernando Beach, Inc. Hernando Beach, Inc. shall have the right to enter upon any vacant lot for the purpose of removing any sign displayed in violation of this Section, and shall not be liable in any way for such entry or removal. Notwithstanding anything to the contrary contained herein, Hernando Beach, Inc. reserves unto itself, and shall have, the right to display for sale signs on lots owned by it. In addition, during the period or construction of a residence, the general contractor, subcontractors, and construction lender may display appropriate signs stating their participation in the construction process. All signs relating to the construction process must be removed not later than ten (10) days after the issuance of a certificate of occupancy.

10. MINIMUM RESIDENCE SIZE. All residential structures shall contain a minimum of 1600 square feet of enclosed living area, exclusive of garage, porch, or screened area. Each residence shall have an attached garage. No residence shall exceed three stories in height. The ground floor of all two or three story residences shall be enclosed in such a manner as to conceal all objects contained within the ground floor from view outside the residence.

II. OTHER STRUCTURES. No trailer, tent, basement, shack, detached garage, barn or other outbuilding shall be erected, either temporary or permanent.

12. SEAWALLS, DOCKS & WHARVES.

(a) SEAWALLS. All lots in Hernando Beach, Unit 13-B and 13-C shall include a concrete seawall at least two (2) feet higher than the mean high water line, and which shall extend the width of the lot. Construction and materials shall be in conformity with standards set by the Hernando County Building Department, and must be approved by Hernando Beach, Inc., or its authorized representative, prior to construction. No construction of a residence or other improvement shall commence until the seawall is completed and has been approved by the Hernando County Building Department. Placement of all seawalls within the development shall be determined by Hernando Beach, Inc. or its authorized representative, so as to ensure uniformity among all lots within the development.

(b) DOCKS & WHARVES. No dock, wharf, or walkway shall be constructed on waterfront lots except as follows: Docks, wharves or walkways which shall extend into canals with a width of

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one hundred (100) feet or more may be constructed a maximum of twenty (20) feet from the edge of the lot line; those which extend into canals with a width of less than one hundred (100) feet may not extend more than ten (10) feet from the edge of the lot line. All canal alterations, including installation of pilings, seawalls or other retaining walls must be approved by Hernando Beach, Inc. or its authorized representative prior to commencement of construction.

13. DRILLING OR MINING. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon any lot. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon any lot.

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

15. BOAT SPEED. No boat or other object shall be operated in any canal at a speed in excess of five (5) miles per hour.

16. LANDSCAPING. Each residence shall be sodded and landscaped in accordance with the plan submitted by the owner and approved by Hernando Beach, Inc. Sodding and landscaping shall be completed within thirty (30) days and sixty (60) days, respectively, of the issuance of the certificate of occupancy by Hernando County.

17. ZONING AND PLANNING. No portion of the Subdivision shall be rezoned or replatted without the written consent of Hernando Beach, Inc.

18. VIOLATION. The restrictions set forth herein shall be covenants running with the land, and in the event of the violation of same or in the event of the violation of any of the rules and regulations lawfully imposed by Hernando Beach, Inc., pursuant to this instrument, the said Hernando Beach, Inc. or any lot owner may bring any suit in equity to enforce these restrictions.

19. MODIFICATION. Hernando Beach, Inc. hereby reserves the right to make reasonable modifications, either by way of additions to or deletions from these covenants, restrictions, and conditions, so that it may better assure the protection of the value, desirability and attractiveness of this area.

20. COMMON AREAS. As stated in the Articles of Incorporation of the Hernando Beach South Property Owners Association, Inc. (the "Association"), one of the purposes of the Association is to maintain and/or own the fee simple title to certain common area properties for the use and benefit of the owners of the platted lots in Hernando Beach Units 13-B and 13-C.

Such common areas include the canals, boat ramp and entrance areas and may include additional areas in the future. Upon the recording of this Modification of Restriction Agreements in the Official Records of Hernando County, the Association assumes and accepts responsibility for the maintenance of such common areas, as well as other properties which may be conveyed to the Association in the future or for which the Association agrees to assume responsibility for maintenance.

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21. ASSESSMENTS. In order to pay the expenses of owning and/or maintaining the common areas and the Association's administration expenses, the Association shall from time to time, in the manner stated in the By-Laws of the Association, assess each lot for the payment of such expenses. Upon approval by the Association, written notice of the assessment shall be given to the owners of each lot liable for the payment of such expenses at the address listed on the most recent tax roll of Hernando County, Florida. Mailing such written notice, postage prepaid, addressed to the lot owner at such address shall constitute the giving of notice. All such assessments shall be paid within sixty (60) days from the mailing of the notice of assessment.

22. ASSESSMENT LIENS. Each such assessment, as provided for in paragraph #7 and #21 of this Restriction Agreement, shall constitute a lien upon the lots upon recording such assessments in the Public Records of Hernando County, Florida, subject to the payment of such expenses from the date of giving notice of assessment. Upon the failure to pay such assessment after sixty (60) days from the giving of notice, Hernando Beach South Property Owners Association, Inc., may foreclose the lien of such assessment in the manner provided by law for foreclosure of liens in the State of Florida. There is further granted a lien from the date of giving notice of assessment for all expenses and attorney's fees incurred in the event of foreclosure of the lien of the assessment.

23. SEVERABILITY. The invalidation of any one of these restrictions or any portion thereof shall not affect any of the remaining restrictions or portions thereof which shall remain in full force and effect.

24. ASSIGNMENT BY DEVELOPER. Wherever in these restrictions the name of Hernando Beach, Inc. appears this shall refer to and mean Hernando Beach, Inc. or its assignee, Hernando Beach South Property Owners Association, Inc. (a corporation not for profit), after assignment of the rights and interest of Hernando Beach, Inc. under this Restriction Agreement over to the said Hernando Beach South Property Owners Association, Inc.

25. ATTORNEYS' FEES. In any proceeding brought to enforce this Agreement, or arising out of or relating to this Agreement, whether at law or in equity, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred, including fees for appeals. The Association shall be entitled to recover attorneys' fees and costs in relation to enforcement of the deed restrictions, including costs and fees for enforcement letters and pre-litigation notices of offers to mediate, whether or not suit is actually filed. Such fees shall be due from the lot owner and shall be assessed against the lot and shall constitute a lien upon the lot, all in accordance with paragraphs 21 and paragraph 22 of the Restriction Agreement for the properties in Unit 13-B and Unit 13-C Hernando Beach.

26. PARKING. No parking of any vehicle shall be allowed on the lawn or vacant lot. Vehicles shall only be parked on the driveway or out of sight in the garage/first floor level under the home. Only personal transportation vehicles (e.g. cars, vans, motorcycles, 1 ton or smaller trucks) may be parked on the driveway.

27. LEASING AND OCCUPANCY. No Owner shall lease their property without first receiving the approval of the Association. No Lot or residence shall be rented or leased for a period of less than ninety (90) consecutive days. No portion of a Lot and/or residence other than an entire residence, may

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be rented and no individual rooms or portions of the Lot and/or residence may be rented. A Lot or residence may be leased for single-family residential use only. For the purpose of this Section, "single-Family residential use" shall mean occupancy by a single housekeeping unit composed of one (1) person; two (2) people no matter how related; or three (3) or more persons, all of whom are related to each other by blood, marriage, legal adoption, or acting as guardian, legal custodian, or legal designee, of a parent of a minor child residing within the unit, it being the intention of this provision to prohibit occupancy of a Dwelling by three (3) or more unrelated adults while clarifying the nothing herein shall be applied or construed to permit discrimination based upon familial status, handicap, or other protected classifications under Fair Housing laws. The Association shall review all leases and rental agreements for Lots and residences to insure compliance with this provision. The owner shall, no less than thirty (30) days in advance of the proposed start date of the lease or occupancy, notify the Board of Directors, in writing, of an intent to lease or an intent to renew an existing lease and shall provide all such information as the Board may reasonably require. The Association may charge an application fee up to the highest amount allowed by law as established by the Board of Directors from time to time, and may conduct a criminal background check, but shall not be obligated to do so. In connection with running a criminal background check, the Association shall be entitled to any information necessary for same. Applicants may be interviewed by a committee appointed by the Board of Directors prior to occupancy. The Board of Directors shall have the authority to adopt or amend criteria, policies and procedures for reviewing proposed leases and occupancies from time to time.

The Board of Directors may disapprove a proposed lease or occupancy based upon considerations for the health, safety, and general welfare of the Community; however, nothing herein shall be construed to create an obligation of the Association to ensure that the Community is free from criminals or individuals that may pose a threat to the health, safety, or general welfare of the residents, and the Association shall not be liable for failure to run background checks or to deny any proposed owner, tenant or occupant based upon the contents of any background report received. Reasons for disapproval may include, but are not limited to:

- (i) Prior criminal record or violent, theft or drug related felony or misdemeanor crime, including any pleas of no contest, which indicates a potential threat to the health, safety or welfare of the Community;
- (ii) Non-compliance with any specific requirements set forth in the Association's Governing Documents, including any rules and regulations;
- (iii) Providing false or incomplete information in connection with an application; or
- (iv) Status as a registered sex offender/predator.

This section shall also apply to all occupants, which shall be defined as any person staying overnight in a residence, with or without the presence of the owner, more than thirty (30) days in any given twelve (12) month period. Occupants shall be required to complete an application in the same manner as a proposed tenant, including the charging of a fee and conducting criminal background check. Occupants subject to this provision shall not include immediate family members of the owner, which shall include the owner's parents, grandparents, spouse, children, brother or sister.

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The owner shall be deemed to have appointed the Association as his or her agent for the purpose of enforcing the restrictions contained in the Declaration, Articles of Incorporation, Bylaws, and the rules and regulations against a tenant and/or occupant and the tenant's/occupant's family members, guests, and invitees. The Association shall have the authority to evict the tenant/occupant for violation of any of the restrictions, rules, or regulations which shall constitute a breach of any rental agreement, as an agent of the owner, pursuant to Chapter 83 of the Florida Statutes. The owner shall cooperate with the Association in any manner necessary to effectuate the eviction and owner shall be solely responsible for any and all costs and attorney's fees incurred by the Association in pursuing the eviction. The Association shall not be deemed a landlord for any purposes other than eviction of a tenant under the provisions of Chapter 83 of the Florida Statutes.