

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE EMERALD POINTE RV RESORT**

THIS REVISED DECLARATION is made this 7th day of March, 2011 by THE EMERALD POINTE PROPERTY OWNERS' ASSOCIATION INC., a Florida corporation herein referred to as the "Association".

WITNESSETH:

WHEREAS, the "Developer" has created a residential community which contains platted lots for recreational vehicles (RVs), common areas, recreation facilities (amenities), known as **EMERALD POINTE RV RESORT**, and

WHEREAS, the Developer has sold and conveyed all Lots and has conveyed to the **EMERALD PROPERTY OWNERS' ASSOCIATION INC.** all common areas and facilities, therefore **EMERALD POINTE CORPORATION** can no longer function as the "Developer," and

WHEREAS, the real property described in Exhibit "A" is subject to the terms, conditions, rights, and obligations of this Declaration of Covenants, Conditions, and Restrictions for **EMERALD POINTE RV RESORT**, herein called the "Declaration", and is created a "not for profit" membership corporation, herein called the "Association", given the power and duty of maintaining and administering the Common Areas and enforcing this Declaration of Covenants, Conditions, and Restrictions for **EMERALD POINTE RV RESORT**.

**ARTICLE I
DEFINITIONS**

1.01 "Association" shall mean and refer to THE EMERALD POINTE PROPERTY OWNERS' ASSOCIATION, INC., its successors and assigns, which Association shall be the Property Owners' Association for owners of lots subject to this Declaration.

1.02 "Board of Directors" or "Board" shall mean and refer to the representative body responsible for the administration of the Association.

1.03 "Common Areas" shall mean all real property to be owned by the Association for the common use and enjoyment of the Owners, their agents, assigns, employees and invitees. The Common Areas shall include the land which is subject to this Declaration, less and excepting any Lot within the subdivision.

1.04 "Common Expenses" or Common Assessments" means all expenses and assessments which are properly incurred by the Association, including, but not limited to, those items set forth in Article IV..

1.05 "Common Facilities" shall mean all of the facilities, equipment and personal property to be owned by the Association for the common use and enjoyment of the Owners.

1.06 "THE EMERALD POINTE RV RESORT" shall mean the property described in Exhibit "A" together with all amendments thereto.

1.07 "Lot" or "Lots" shall mean and refer to any platted lot subject to this Declaration, which shall not include the Common Areas.

1.08 "Member" shall mean and refer to all those Owners who are members of the Association.

1.09 “Owner” shall mean and refer to the record Owner, whether one or more person or entities, of the fee simple title to any Lot situated upon the properties.

1.10 “Properties” or “Property” shall mean and refer to that certain real property described in Exhibit “A”. and such additions thereto as may hereafter be brought within the jurisdiction of the Association and submitted to this Declaration.

1.11. “Fifth Wheel Trailer” or “Fifth Wheel” shall mean that type of Recreational Vehicle defined in Section 320.01 (1)(b)(8), Florida Statutes (1999), or any successor statute.”

1.12 “Motor Home” or “Motor home” or “Mini-motor home” shall mean that type of Recreational Vehicle defined in Section 320.01(1)(b)(4), Florida Statutes (1999), or any successor statute.”

1.13 “Park Trailer” or “Park Home” shall mean that type of Recreational Vehicle defined in Section 320.01(1)(b)(7), Florida Statutes (1999), or any successor statute.”

1.14 “Private Motor Coach” shall mean that type of Recreational Vehicle defined in Section 320.01(1)(b)(5), Florida Statutes (1999), or any successor statute,”

1.15 “Recreational Vehicle” or “RV” shall mean that type of Motor Vehicle defined in Section 320.01(1)(b), Florida Statutes (1999), or any successor statute, but specifically limited for purposes of the Declaration to Travel Trailers, Motor Homes (or Mini-motor homes), Park Trailers, Private Motor Coaches, and Fifth Wheel Trailers, and excluding any other form of Recreational Vehicle as defined in such Statute.”

1.16 “Resort Home” shall mean a site-built single family home built on a Lot, consisting of no less than 2,000 square feet and no more than 2,600 square feet of floor space under roof, and which has an area (enclosed or open, but on a concrete pad) where a single Class “A” Motor Home or a Private Motor Coach (but limited to a length no greater than 45′) may be parked and used by connecting to utilities in or on the Resort Home, and all subject to applicable setback requirements and Board approval.”

1.17 “RV Port” shall mean a partially enclosed structure made of aluminum or similar rigid building material on a concrete pad under which a Motor Home (or Mini-motor home), Private Motor Coach, Fifth Wheel Trailer or Travel Trailer (and no other type of RV) may be parked and stored and to which may be attached a screened or enclosed living and storage area, and an aluminum carport for a passenger vehicle, all under one roof and subject to applicable setback requirements and Board approval”.

1.18 “Travel Trailer” shall mean that type of Recreational Vehicle defined in Section 320.01(1)(b)(1), Florida Statutes (1999), or any successor statute.”

ARTICLE II

PROPERTY RIGHTS

2.01 Every Owner shall have a right and easement of enjoyment in and to the Common Areas together with a non-exclusive easement of ingress and egress over the private roadways and sidewalks, which right and easement of enjoyment shall be appurtenant to and shall pass with title to every Lot subject to the following provisions:

A. The right of the Association to charge all Owners common assessments for the upkeep, maintenance and repair of the Common Areas and Common Facilities.

B. The right of the Association to dedicate or to transfer or grant an easement or property rights to all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be required.

C. The right of the Association to promulgate, modify, amend and enforce reasonable rules and regulations relating to the use and enjoyment of the Common Areas and use of the Lots.

D. The right of the Association to grant or reserve utility easements throughout the Properties as may be required to adequately serve the Properties.

E. The right of the Association to grant or reserve easements for ingress and egress and rights-of-ways for pedestrian and vehicular traffic over, through, on and across all Common Areas and upon all sidewalks, paths, walkways, lanes, streets, drives, circles, ways and avenues, as may be required to adequately serve the Properties.

F. Any easements, restrictions, reservations or conditions shown, or to be shown, on the various plats for THE EMERALD POINTE RV RESORT.

2.02 Any Owner may delegate, in accordance with and subject to the Bylaws and this Declaration, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, invitees or contract purchasers who reside on a Lot, subject to reasonable regulation by the Association, provided, however, the same shall not relieve the Owner of his responsibilities under this Declaration.

2.03 Upon recording of this Declaration, the Developer has conveyed the legal and equitable title and ownership of the Common Areas and Common Facilities to the Association and thereafter the Association shall hold title to the Common Areas and Common Facilities for the benefit of those persons entitled to use the same under the provisions hereof. The conveyance of the Common Areas and Common Facilities shall be subject to all easements, restrictions, reservations and other matters of record.

2.04 There shall be no judicial partition of the Common Areas, nor shall any Owner or any other person acquiring any interest in the Properties or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in co-tenancy.

2.05 With the easements for installation and maintenance of utilities and any drainage facilities, 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 damage, interfere with, or change the direction or flow of drainage facilities in the easements.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE EMERALD POINTE PROPERTY
OWNERS' ASSOCIATION

3.01 Every person or entity who is a record fee simple Owner of a platted Lot in THE EMERALD POINTE RV RESORT, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any Lot. If any such member is not a natural person, the subject entity shall designate

a natural person who shall be the “primary occupant” and such natural person shall exercise the Lot’s membership rights. When any such persons or entities shall be members, provided, however, if all such members cannot agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. 80% of all Lot Owners within Emerald Pointe RV Resort must have at least one member over the age of 55 years of age. No Lot Owner shall sell, rent, lease, convey or transfer any Lot to any individual under the age of 55 years if such action or tenancy adversely affects the status of Emerald Pointe RV Resort as a seniors park for persons aged 55 years or more.

3.02 Membership in the Association shall consist of all Lot owners upon acquiring title to their Lot. There shall be one (1) vote appurtenant to each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, however in no event shall more than one (1) vote be cast with respect to any such Lot.

ARTICLE IV
COVENANTS FOR MAINTENANCE ASSESSMENT

4.01 Each Owner of any Lot (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance), including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association Common Assessments, and any special assessments to be fixed, established and collected from time to time as hereinafter provided.

All such assessments, 15 days after the due date plus a reasonable enacted late fee, costs and reasonable attorneys’ fees of collecting such assessments, shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Lot Owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or by abandonment, or otherwise.

4.02 The common and special assessments levied by the Association for payment of Common Expenses shall be used exclusively to promote the recreation, health, safety and welfare of the Owners of the Lots and, in particular, for the management, maintenance, operation, repair and replacement of the Common Areas and Common Facilities and for the management, maintenance, operation, repair and replacement of those improvements for which the Association is responsible for maintenance and care, including but not limited to the following:

A. Operation, maintenance, replacement and repair of all streets, parking areas and sidewalks, to the extent that such improvements are a part of the Common Areas;

B. Operation, maintenance, replacement and repair of all landscaped areas, including Lawns, shrubs, trees, and other plantings located on Common Areas;

C. Mowing, edging and fertilizing of grass on individual Lots and on Common Areas;

D. Operation, maintenance, replacement and repair of all Common Facilities;

E. Operation, maintenance, replacement and repair of all wetlands, lakes and vegetation areas designated as Common Areas or as Surface Water Management Areas;

F. Operation, maintenance, replacement and repair of water and sewage facilities, electrical lighting, directional signage and other necessary utility services located in the Common Areas;

G. Charges for refuse collection and other utilities for Lots unless separately billed to Lots;

H. Operation, maintenance, replacement and repair of all storm drains, drainage courses, drainage easements, sprinkler systems, and utility easements in all Common Areas;

I. The control of exotic vegetation and removal thereof in all Common Areas;

J. Operation, maintenance, replacement and repair of fences, signs, and gates and related facilities that are part of or appurtenant to improvements constructed on the Common Areas, Clubhouse, and attendant facilities;

K. Hiring of management companies, if so agreed upon by the Members and the Board of Directors, and the payment of management fees and charges for the hiring of personnel;

L. Payment of ad valorem taxes and any other tax or assessment levied against the Common Areas;

M. Payment of all sales taxes and other taxes related to the Association operations;

N. Procuring insurance with coverage's and policy limits as may be deemed necessary or advisable by the Board of the Association;

O. Acquisition of equipment for the Common Areas, Clubhouse and attendant facilities as may be determined by the Board of the Association, including without limitation, all equipment necessary or proper for use or maintenance of the Common Areas, Clubhouse and attendant facilities;

P. Acquisition of any other materials, supplies, equipment, labor, professional services including attorneys and accountants, management, supervision, services, personnel, repairs or insurance which shall be necessary or proper in the opinion of the Board for the operation of the Common Areas and Common Facilities, for the benefit of the Owners and for the betterment of the Properties, or for the enforcement of these restrictions.

4.03 All regular and special assessments for the Association shall be at a uniform rate for each Lot in the Property and shall be assessed against all Lots subject to this Declaration.

4.04 By a vote of a majority of the Board of Directors of the Association, said Board of Directors shall fix the regular assessments as provided in the Bylaws to provide for collection of assessments in quarterly, semi-annual, or annual installments. Assessments may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessment at least 14 days prior to the meeting.

4.05 In addition to the regular assessments authorized above, by vote of a majority of the Board of the Association, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvement. In addition, the Board may levy special assessments in the same manner as hereinabove described for the purpose of defraying, in whole or in part, the cost of any unusual or emergency matters that affect all of the members of the Association, or for the purpose of making up any deficiency between regular assessments and expenses. Written notice of any meeting at which special assessments will be

considered must be mailed (postage paid), hand delivered, or electronically transmitted to all members at least 30 days prior to the meeting.

4.06 By a majority vote of the Board of Directors of the Association, the Board shall adopt an estimated operating budget which shall provide for allocation of expenses in such a manner that the obligations imposed by this Declaration will be met. Regular assessments shall be based upon the projections and estimates contained in the budget. The Board may increase or decrease the assessments based upon actual revenue and expenses.

4.07 The Treasurer of the Association, or such other person as may be authorized by the Association, upon demand of any Owner liable for an assessment, shall furnish to said Owner a certificate in writing signed by a Director, setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

4.08 In the event the Common Areas are taxed separately from Lots, the Association shall include such taxes as part of the common assessments. In the event the Common Areas are taxed as a component of the value of the Lot owned by each Owner, it shall be the obligation of each Owner to promptly pay such taxes prior to there becoming a lien on the Lot.

4.09 The Association may levy special assessments against any Owner which has caused the Association to incur special expenses due to willful or negligent acts of said Owners, their guests or agents. All such special assessments shall be collected upon demand by the Association.

4.10 The Board of Directors of the Association shall, within 90 days (*3-11) after the end of each fiscal year, cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association for the previous fiscal year: shall cause a copy thereof to be distributed to each member at the annual meeting or mailed within 120 days (*3-11) to member's last address appearing on the books of the Association.

4.11 No action shall be brought to foreclose any assessment lien herein, unless a Notice of Claim of Lien is deposited in the United States mail, postage prepaid, to the Owner of the Lot, and a copy thereof has been recorded by the Association in the office of the Clerk of the Circuit Court of Pasco County, Florida.

4.12 The assessment lien set forth herein may be foreclosed in the same manner as mortgages are foreclosed under Florida law. The Association, through its duly authorized agents shall have the power to bid on any Lot foreclosure sale, and acquire and hold, lease, mortgage and convey the same.

4.13 The assessment liens and the right to foreclosure and sale there under shall be in addition to, and not in substitution for, all other rights and remedies which the Association and its successors and assigns may have here under and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

4.14 In the event the City of Zephyrhills, or any other governmental agency, assumes maintenance of all, or any part, of the Common Areas or Common Facilities, then, and in that Event, the City of Zephyrhills or other governmental agency shall be entitled to the same rights herein granted to the Association.

ARTICLE V
USE OF PROPERTY AND RESTRICTIONS

5.01 In order to maintain the Property as a desirable place for all Owners, the following protective Covenants and Restrictions are made a part of this Declaration:

(a) All Lots shall be used for residential purposes ONLY and NO business or occupation of any type or kind shall be conducted on or from any Lot within the subdivision.

(b) All RV Lots are restricted to use by one (1) Travel trailer, Motor home, Fifth wheel, mini-Motor home, Park model, or Resort home with one RV. All RVs must be modern, commercially manufactured and presentable in looks and repair and positioned on the Lot's concrete pad. All RVs are subject to the approval and disapproval of the Board in its sole discretion. Excluded, among others, are mobile homes (as defined by the Florida Department of Transportation, Bureau of Motor Vehicles), tents, truck campers, fold-out campers, and any RV not equipped for full utility hookups to the Park's water, sewer and electrical systems. With respect to a Lot on which a Resort home is located, to such site built home and either one Class "A" motor home or one private motor coach (but limited to a length no greater than 45 feet).

(c) No storage of boats, boat trailers, utility trailers, or automobile/motorcycle trailers, and car dollies are allowed on any Lot. The parking and/or storage of bicycles, golf carts, mini bikes, scooters, and motorcycles may be restricted by the rules and regulations of the Association. No storage of unlicensed or non driven automobiles.

(d) Additional parking on the Lot is restricted to three currently licensed vehicles Maximum, two cars or trucks, and one motorcycle, or two motorcycles, and one car or truck, which shall be parked on the concrete driveway. No commercial vehicles may be parked on any Lot except vehicles used for construction and those making deliveries in the park. These vehicles may not be parked on any Lot over night.

(e) Aluminum carports, screen rooms, and Florida rooms which include storage rooms, RV ports, and Resort Homes are allowed provided necessary written approval from the Board (in the Board's sole discretion) and necessary City of Zephyrhills permits have been obtained. Resort Homes may be located only on Lots 187 through 194, inclusive, in Phase Three, which have a boundary adjacent to the exterior boundary of the Park. RV Ports may be erected on perimeter Lots, which back up to Common Areas, preserves, or Chancey Road.

(f) Free standing storage buildings are allowed, provided written approval from the Board (in the Board's sole discretion) and necessary City of Zephyrhills permits have been obtained.

(g) Travel trailers, motor homes, fifth wheels, and mini-motor homes may have portable removable, temporary, screen rooms or awnings, provided such accessories shall be stored or Removed when RV is to be left unoccupied longer than 24 hours. Free standing air conditioning, Heating equipment, storage, screen rooms, and Florida rooms may not be installed on these Rvs.

(h) No improvements or additions to a Lot, except for restoration repairs, (*3-11) including without limitation any building, statue, storage shed, screen enclosure, awning, spa, hot tub, or pool, shall be erected, placed or maintained, unless and until the plans and specifications therefore have been submitted to and approved by the Board in its sole discretion.

(i) The exterior use/and or storage of refrigerators, freezers, LP gas bottles over forty (40) pounds (unless approved by the Board of Directors), boats, boat equipment, trailer or vehicle parts, or any other items not deemed compatible to the Lots and surroundings are prohibited. This prohibition includes storage of any item of any type beneath an RV. Additionally, no part of the RV with attachments thereto and/or the transportation vehicle shall be parked so as to extend beyond any of the lot lines or set-backs, tip-out, slide outs, and pullouts included. The easements for public utilities shall not be blocked or impaired. No vehicle (RV or tow vehicle) maintenance may be performed upon the Lot or Common Areas except in areas, if any, which are designated by the Board for that purpose.

(j) Flower gardens are permitted and shall be placed where they will not interfere with lawn mowing responsibilities of the Association. The location of ALL flower gardens and other planting including trees must be approved by the Board before installation. The Board may disapprove such plantings for any reason, including aesthetics. A minimum space of five feet must be maintained between any plantings and structures or planted areas to allow clearance for lawn mowing equipment.

(k) No fences or walls shall be permitted on any Lot. Nothing in this paragraph, however, shall be construed so as to disallow the Association the building of a perimeter fence around equipment, recreation areas adjacent to Lots, or perimeter fence if so deemed necessary.

(l) No outside satellite receptor dishes or devices, television or radio antennas, or any other type of electronic device for the transmission or reception of electronic signals shall be allowed without the prior approval of the Board except those installed as part of an RV (for example commercially installed Trac Vision)

(m) Except for mowing, edging, and fertilizing of Lots, landscaping, including trees must be maintained by the Lot Owner in good living condition.

(n) It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkempt condition on his Lot, which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. In the event the Board determines that a Lot or structure is not being maintained according to subdivision standards, the Board shall arrange for such maintenance to be done, and assess the Lot Owner for the cost thereof. The Board, after notifying the Lot owner in writing of unkempt condition with no resolution, shall have the right to maintain and/or replace any landscaping, including trees, not so kept and assess the Lot Owner the costs thereof. Such entry shall be deemed to be permitted and not be deemed a trespass.

(o) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighbors. Owners of Lots are responsible for their guests, renter, and invitees. There shall not be maintained any plants, poultry, animals (other than household pets) or device or thing of any sort whose normal existence or activities are in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhoods by the owners thereof. **(p)** The use of each Lot within the subdivision and related recreational and common areas shall be subject to the rules and regulations as may be adopted and implemented by the Board from time to time which shall be applied on a uniform basis to all Lots located within the subdivision.

(p) The use of each Lot within the subdivision and related recreational and common areas shall be subject to the rules and regulations as may be adopted and implemented by the Board from time to time which shall be applied on a uniform basis to all Lots located within the subdivision.

(q) No Lot shall be subdivided or its boundary lines changed except with approval of the Board.

(r) Lot Owners are responsible for keeping the exterior appearance of their RV, RV Port, aluminum carports, screen rooms, Florida rooms, which include storage rooms, Park Model, Resort Home, or structures or appurtenances in well maintained and clean condition.

(s) LOT OWNERS ARE RESPONSIBLE FOR NOTIFYING THE BOARD, IN WRITING, OF ANY CHANGES IN LOT OWNERSHIP, WHICH NOTICE SHALL SPECIFY THE NAME, ADDRESS, TELEPHONE NUMBERS, E-MAIL ADDRESS, and MAKE AND MODEL OF RV, OF ANY NEW LOT OWNER.

(t) Household pets, limited to dogs, cats, birds or fish, are allowed. Any other type of pet is not allowed, unless prior written approval of the Board is obtained. Only two (2) pets allowed per unit/Lot. Pet owners must practice good pet control. Each pet must be registered with the Board on forms provided by the Board. Each pet must be licensed and inoculated in accordance with applicable laws and rules. Each pet is to be kept within the Owner's Lot except when the Owner has the pet on a leash and is walking the pet. Any pet running loose in the park is a nuisance and may be impounded at the pet owner's expense. Pets are not allowed in any Park building or any recreational area at any time, with the exception of seeing-eye dogs. Any excretion left by a pet outdoors must be picked up immediately and disposed of in the dumpster by the person walking the pet. A pet which causes any disturbance, annoyance or harm, such as barking, growling, howling, biting, or any other undesirable noise which annoys or causes harm to a neighbor is a nuisance, subject to written complaint. If a resident files a written complaint with the Board to the effect that any of these pet rules have been violated, and the Board determines any of these pet rules have been violated, and the Board determines that a violation has or is occurring, the Board shall serve notice on the Lot Owner, in writing, to either correct the violation or to dispose of the pet. If, after a second written complaint, the Board determines that the violation is continuing or that there is another violation of the same nature, the pet will be deemed to have endangered the life, health, safety, or well-being of residents and is forever barred from the Park. The Lot Owner shall remove the pet from the Park within two (2) weeks. Pets kept in an aquarium, such as fish, are excluded from these rules.

(u) Occupancy of any Lot is limited to single family residency only. No permanent resident under 22 years of age is allowed. Any variance to this covenant must meet the approval of the Board of Directors.

(v) No signs of any kind shall be displayed without the written consent of the Board. This specifically includes "For Sale", "For Rent", and similar signs. This applies to windows of vehicles and structures as well as any location within the Lot.

(w) No outside toilets, showers, or sinks (*3-11) will be permitted on any Lot.

(x) No commercial activity of any kind whatsoever shall be conducted on or from any Lot in the Park, unless authorized by the Board of Directors.

(y) Discharge of air pistols, rifles, firearms, or fireworks in the Park is prohibited.

(z) No portion of a Lot (other than an entire Lot) may be rented. All leases of Lots shall be on forms approved by the Board and shall provide that the Board shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation, and Bylaws, applicable rules and regulation, or other applicable provisions of any

agreement, document or instrument governing the Lot. The leasing of Lots shall also be subject to the prior written approval of the Board. All Lot Owners will be jointly and severally liable with their tenants to the Board for any amount which is required by the Board to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant.

(aa) The rights of access and use established with respect to THE EMERALD POINTE RV RESORT and the Lots and Common Areas contained therein shall be subject to security checks and restrictions. Security personnel shall have the right to stop and question persons and to require satisfactory evidence of any such person's right to be where such person is stopped. Persons not establishing that right to the satisfaction of the security/safety personnel may be required to leave (even if such person actually has the right to be where stopped, but is unable to prove such right satisfactorily).

(bb) Owners, renters, and guests must register with the office upon their initial arrival and final departure for security and safety control. The POA office is open during hours as noted on the POA Office door.

(cc) Recreational facilities are for the sole use of residents and their guests. Hours of use and rules for use shall be posted in each recreational area.

(dd) Speed limit within the Park streets is 10 miles per hour.

(ee) The period of time from 10:00 P.M. to 8:00 A.M. each day shall be observed as the quiet hours.

(ff) Time share estates are prohibited.

(gg) No garbage or trash receptacles shall be placed outside of the recreational vehicle.

(hh) All veicles, which includes motorcycles, mini-bikes, mopeds, scooters, and golf carts, must be operated by licensed drivers only, and may not be used in the Park in such a way as to create a nuisance or disturbance. Small motorcycles less than standard height shall not be ridden on the Park streets for safety reasons. All children on scooters, skateboards, bicycles, roller blades, etc. must be supervised by an adult for safety reasons.

(ii) No individual well will be permitted on any Lot.

5.02 In the event the Board of Directors determines that a Lot or structure is not being maintained according to subdivision standards, the Board may hire someone to perform such maintenance and assess the Lot Owner for the cost thereof, which assessment shall be secured by a lien on the Lot, such entry shall be deemed to be permitted and not be deemed a trespass.

ARTICLE VI

MAINTENANCE, REPAIRS AND REPLACEMENTS

6.01 Responsibility for and expenses for the maintenance, repairs and replacements of the improvements located within EMERALD POINTE RV RESORT shall be as follows:

(a) Owners. Except as otherwise provided herein, each Lot and the improvements thereon, including yard landscaping, RV Park Model, Resort Home, and concrete pad, shall be maintained by the Owner in a clean and sightly condition and in good repair. Owners shall maintain, replace, and repair at

Owner's expense concrete pads, driveways, and utility facilities located on the Lot which serve only that Lot, including wiring, piping, and other mechanical or electrical equipment. All maintenance, repairs, and/or replacements for which Lot Owners are responsible and obligated to perform, which, if not performed or omitted, would affect other Lots, shall be performed promptly as the need arises, and if such Owner(s) fails to promptly perform these obligations, the Association shall have the right to perform these obligations and to assess such Owner(s) for the charges thereof. Such entry shall be deemed to be permitted and not be deemed a trespass. If the Association is not reimbursed for the charges, the cost of any such work performed by the Association shall be secured by a lien upon the Lot in which the work was performed.

(b) Association. Association shall be responsible for maintaining, repairing, replacing and keeping in clean and orderly condition all of the Common Areas and Common Facilities and shall be responsible for mowing, edging, and fertilizing individual Lots

ARTICLE VII

LAKES AND OTHER SURFACE WATER MANAGEMENT AREAS

7.01 The Association shall be responsible for the maintenance of the surface water management areas and systems in THE EMERALD POINTE RV RESORT, which areas shall be a common area which has been deeded to the Association.

(a) No structure of any kind (including docks) shall be constructed or erected, nor shall an Owner or the Association in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water, in any portion of any water management area, including but not limited to lakes, ponds, swales, drainage ways or areas intended for the accumulation of runoff waters, without the written permission of the appropriate governmental agency.

(b) It is the Lot owner's responsibility, for all Lots abutting wet detention ponds or preserves (this includes the 15 foot buffer area), not to remove native vegetation (including cattails) that become established within the wet detention ponds/preserves abutting their property. Removal includes dredging, the application of herbicide, and cutting.

(c) No Owner shall unreasonably deny or prevent ingress and egress to water management areas for maintenance, repair or landscaping purposes by the Association or any appropriate governmental agency that may reasonably require any right of ingress and egress, and easements therefore are hereby specifically reserved and created.

(d) No Lot shall be increased in size by filling in any lake, pond, water retention or drainage areas, or preserves which it abuts without the written permission of the appropriate governmental agency. Owners or Association shall not fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the appropriate governmental agency.

(e) All surface water management systems within THE EMERALD POINTE RV RESORT will be the ultimate responsibility of the Association. The Association may enter any Lot or Common Area and make whatever improvements or repairs are deemed necessary to restore proper water management. The cost shall be an expense of the Association unless the problem was deemed caused by the Lot owner, if so determined the Lot owner will be assessed the cost of repairing the problem.

(f) Nothing in this section shall be construed to allow construction of any new water management facility or alteration of water management systems without first obtaining the necessary permits from all governmental regulatory agencies having jurisdiction.

(g) Notwithstanding anything in this Declaration to the contrary, any amendment which would affect the surface water management system, including the water management portions of the common areas, must have the approval of the Southwest Florida Water Management District.

ARTICLE VIII **NATURE PRESERVE AREA**

8.01 The Nature Preserve Areas designated on the plat of the EMERALD POINTE RV RESORT shall be a common area to be deeded to the Association. The Nature Preserve Areas may not be altered from their natural state, other than any easements as shown on the Plat. No activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation may be conducted in such area, including but not limited to construction or the placing of a building on or above ground, dumping or placing of soils or other substances such as trash, destruction of trees, shrubs, or other vegetation, dredging or removal of soil material or diking.

ARTICLE IX **LEASES CONCESSIONAIRES AND VENDORS**

9.01 The Association shall have the power and authority to lease portions of the Clubhouse or other common property to concessionaires or vendors for the purpose of supplying goods and services to the EMERALD POINTE RV RESORT. All revenues received by the Association shall be used to offset Common Expenses.

ARTICLE X **GENERAL PROVISIONS**

10.01 The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-third (2/3) of the Lots subject to this Declaration has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part. Violation or breach of any conditions, covenants, or restrictions herein contained shall give the Association and/or Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants, or restrictions and to prevent or remedy the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by the Association in seeking such enforcement. All such expenses shall be secured by a lien on the Owner's Lot.

10.02 Any notices required to be sent to any Member or Owner under the provision of this Declaration shall be deemed to have been properly sent when hand delivered, mailed, post paid, or electronically transferred to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

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

10.04 This Declaration may be amended at any time with the consent of Owners holding not less than two-thirds (2/3) of the voting interest of the membership. However, in no event shall any such amendment(s) adversely effect the rights of the City of Zephyrhills under article 4.14 of this Declaration.

10.05 All streets and rights of way within the Properties are platted as private streets and rights of way serving the Properties and other lands owned by the Association. Nothing contained herein, however, shall prohibit the Association from amending this Declaration in the future in order to make said streets and rights of way public, provided all applicable governmental authorities agree to accept said streets and rights of way and appropriate provisions are made for the maintenance thereof.

10.06 Whenever the singular use is used it shall include the plural and the singular, and the use of any gender shall include all genders.

10.07 This Declaration shall become effective upon its recording in the Public Records of Pasco County, Florida.

Signed: sealed and delivered
In the presence of:

THE EMERALD POINTE PROPERTY
OWNERS' ASSOCIATION, INC.

Print Name: _____

_____ It's: President
Jack Wilson
Print Name: _____

Corporate Seal

State of Florida
County of _____

On _____, 2011 before me personally appeared _Jack Wilson,
as President of THE EMERALD POINTE PROPERTY OWNERS' ASSOCIATION Inc., a Florida
Corporation, who executed the foregoing instrument and

History (*3-11) Annual Meeting March 7, 2011.