

This Instrument prepared by
Beacon Woods Civic Association, Inc.
12440 Clocktower Parkway
Bayonet Point, Florida 34667

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Nikki Alvarez-Soules, Esq.
Pasco County Clerk & Comptroller

TWENTIETH RESTATED AND AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF BEACON WOODS SUBDIVISION VILLAGES
THIS IS A CORRECTIVE INSTRUMENT INTENDED TO
CORRECT A SCRIVENER'S ERROR IN DOCUMENTS RECORDED IN
O.R. BOOK 10771 PAGES 2712-2730

This Declaration, made this 17th day of April, 2023 by BEACON WOODS CIVIC ASSOCIATION, INC. is made to amend the Declarations first recorded in O.R. Book 603, Pages 162-166, as subsequently amended and last restated in O.R. 3538 pages 1881-1895 and O.R. Book 3643 pages 1761-1763 and O.R. 3888 pages 802-817 and O.R. 4107 pages 1341 and 1342 and O.R. Book 4322 pages 1075-1088 and O.R. Book 4545 pages 1329-1343 and O.R. Book 4552 pages 446-460 and O.R. Book 4564 pages 28-41 and O.R. Book 4871 pages 1661-1675 and O.R. Book 5860 pages 1049-1063 and O.R. Book 6245 pages 1577-1591 and O.R. Book 7414 pages 784-800 and O.R. Book 7776 pages 906-920 and O.R. Book 7977 pages 336-350 and O.R. Book 8281 pages 743-758 and O.R. Book 8287 pages 1960-1975 and O.R. Book 8517 pages 2528-2544, O.R. Book 8836 pages 899-917 and O.R. Book 9000 pages 2869-2887 and O.R. Book 9154 pages 1938-1955 and O.R. Book 9158 pages 451-469 and O.R. Book 9687 pages 1949-1967 and O.R. Book 10287 pages 2285-2303 and O.R. Book 10559 pages 3065-3083 in the Public Records of Pasco County, Florida and to amend said declarations as previously amended and restated through the present date.

WHEREAS, Beacon Construction Company, Inc. did execute and record certain restrictions upon the real property commonly known as Beacon Woods in Pasco County, Florida by virtue of that certain instrument recorded May 8, 1972 in Official Records Book 603, Pages 162-166, inclusive, of the Public Records of Pasco County, Florida (hereinafter referred to as the "Declaration");

WHEREAS, Beacon Construction Company, Inc. did execute and record certain covenants, conditions and restrictions upon the real property commonly known as Beacon Woods in Pasco County, Florida by virtue of that certain instrument recorded June 6, 1975, as Clerk's Instrument No. 448113 in Official Records Book 797, at Pages 540 through 547, inclusive, of the Public Records of Pasco County, Florida (hereinafter referred to as the "Declaration");

WHEREAS, the Declaration reserved unto Beacon Construction Company, Inc., as Developer and unto Developer's assigns the right to make reasonable modifications of any and all restrictions set forth in the Declaration; and

WHEREAS, Beacon Homes of Florida, Inc. was the successor and assignee of Beacon Construction Company, Inc. and Beacon Homes of Florida, Ltd. was the successor and assignees of Beacon Homes of Florida, Inc., and Beacon United, Inc. is the successor and assignee of Beacon Homes of Florida, Ltd.

WHEREAS, Beacon United, Inc. assigned all of its rights under the Declaration (including the right to amend the Declaration) to BEACON WOODS CIVIC ASSOCIATION, INC. in that certain instrument recorded in O.R. Book 3133 at pages 0916 through 0921, inclusive, Public Records of Pasco County, Florida.

NOW, THEREFORE, BEACON WOODS CIVIC ASSOCIATION, INC., a Florida corporation, as "Declarant" hereby amends and restates the Declaration as follows:

The following covenants, conditions and restrictions shall be recorded by BEACON WOODS CIVIC ASSOCIATION, INC., a Florida corporation, as covenants running with the land. These covenants, conditions and restrictions have been created for the protection, pleasure and enjoyment of all property owners of BEACON WOODS SUBDIVISION. All purchasers of lots in Villages of BEACON WOODS SUBDIVISION are subject to these restrictions.

NOW, THEREFORE, BEACON WOODS CIVIC ASSOCIATION, INC., declares that all of the lots in all of the Villages in BEACON WOODS SUBDIVISION are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

1. The Developer has formed a non-profit corporation which is an association of all property owners. The association of all of the property owners is known as Beacon Woods Civic Association, Inc. Each property owner will automatically become a member of said corporation, and the membership of said corporation shall be limited to the property owners in the Villages described in Exhibit A, and each property owner will be bound by the bylaws of the association. It will be the association's duty and function to maintain all of the properties owned by the association within the said subdivision, including the payment of taxes and insurance on the property, and maintaining, painting, cleaning, trimming plants and mowing grass. Natural areas shall be maintained in as near their original state as possible. That each property owner will pay a quarterly charge or assessment to the Beacon Woods Civic Association, Inc. or its assigns so that the association has the necessary funds and means to carry out its responsibilities to the community and property owners and that the quarterly assessment will be increased or decreased as provided for by the bylaws of the association. Members shall pay assessments, no less than quarterly (i.e.: four times per year). The due date for the payment of these quarterly assessments is January 1, April 1, July 1, and October 1 of each year. Any payments received after these dates are considered past due. A lot owner is jointly and severally liable with the previous owners of that lot for all unpaid assessments that came due up to the time of transfer of title to the present lot owner. For the purposes of this paragraph, the term "previous owner" shall not include BWCAI if BWCAI acquired title to the delinquent property through foreclosure or by deed in lieu of foreclosure prior to the present owner. The present lot owner's liability for unpaid assessments shall not include any assessments that accrued while BWCAI was the record owner of the lot.

A. Should any property owner fail to pay the assessments when due, BWCAI shall have the right to charge an administrative fee to recover the costs of collection, in the amount of \$25.00. These fees shall be charged to a delinquent account on the tenth (10th) day of the second month of each quarter. No interest shall accrue on unpaid assessments prior to entry of foreclosure judgment or other judgment against the property owner for the unpaid assessments. In addition, if a member is delinquent for more than ninety (90) days in paying a monetary obligation due the Association, the BWCAI Board of Directors may suspend, until such monetary obligation is paid, the rights of the member to use the common areas and facilities.

B. If any lot owner or persons in lawful possession of a lot in a Village in the BEACON WOODS SUBDIVISION shall violate or attempt to violate any of the covenants, conditions or restrictions herein, Beacon Woods Civic Association, Inc. (BWCAI) may suspend the rights of a member or a member's tenants, guests or invitees, or both, to use the common areas and facilities until such time when the violation has been corrected. In addition, BWCAI, in accordance with Florida Statutes, shall have the authority to levy reasonable fines, per violation, against any member or any tenant, guest or invitee. A fine may exceed \$1,000 in the aggregate. Fines of \$1000.00 or more may become liens on the lot in question upon the recording of a claim of lien and may be foreclosed in the same manner as the association's lien for assessments may be foreclosed.

2. For purposes of this Declaration, the term "lot" shall be defined as each numbered lot on the subdivision plats, including the adjacent land extending out to the center of all adjacent streets; this restates existing law and makes it clear to all. All grantees, heirs, successors, legal representatives and assigns taking any lot or lots shall be subject to these covenants, conditions, restrictions and charges and whether or not it shall be so expressed in the deeds or conveyances shall be deemed to have agreed that the aforementioned assessments or charges assessed against the lot pursuant to these covenants and restrictions together with late fees imposed by BWCAI and costs of collection including reasonable attorney's fees, shall be a charge upon the land and shall be liens upon such lot or lots in favor of BWCAI, and shall be the personal obligations of the person or persons who owned such property at the time when the assessment fell due. The lien for sums assessed pursuant to these Restrictions may be enforced by judicial foreclosure by BWCAI in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the owner shall be required to pay all costs and expenses for foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The owner shall also be required to pay to BWCAI any assessments against the lot

which shall become due during the period of the foreclosure action, and the same shall be secured by the lien foreclosed and accounted for as of the date the owner's title is divested by foreclosure. BWCAI shall have the right and power to bid at the foreclosure or other legal sale to acquire the lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

3. If any provision of this Declaration is violated or any covenant(s) are breached by the lot owner, his assigns, tenants, guests, invitees or agents, or by any other person or member, Beacon Woods Civic Association, Inc., or its assigns or any owners may bring an action to enforce these covenants, the losing party to pay all costs thereof, including attorney's fees. The prevailing party in any such action or litigation shall be entitled to an award of costs and attorney fees including an award of costs and attorney's fees for all mediation proceedings and all pre-mediation attorney's fees incurred in attempting to enforce the Declaration. In the event of any litigation involving this Declaration, the prevailing party shall be entitled to an award of reasonable attorneys' fees and court costs at all trial and appellate levels.

4. The provisions contained herein shall run with and bind the land, shall inure to the benefit of and be enforceable by any owner of land in Villages of BEACON WOODS SUBDIVISION, their assigns, agents, heirs, successors and personal representatives.

5. If any lot owner or persons in lawful possession of a lot in a Village in the BEACON WOODS SUBDIVISION shall violate or attempt to violate any of the covenants, conditions or restrictions herein, it shall be lawful for the Beacon Woods Civic Association, Inc. or any person or persons owning any real estate in a Village in the BEACON WOODS SUBDIVISION, to prosecute any proceeding at law or equity against the person or persons violating any such covenant, condition or restriction, either to prevent him from so doing or to obtain such other relief which in the judgment of the Court seems proper.

6. The failure of BWCAI or any land owner to enforce any restrictions, conditions, covenants or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

7. In accordance with Florida Statutes ss712.03(2), 712.05(1) and 712.06, the Beacon Woods Deed Restrictions shall be preserved for a period of 30 years commencing February 28, 1999 to run until February 28, 2029. The provisions of the Deed Restrictions that permit amendment of said Declaration shall also be preserved so that the Deed Restrictions may continue to be amended during the aforementioned 30 year period. The preservation of said Declaration for another 30 years shall be done by the authority of Florida Statutes named above.

8. All bags, bundles, cans, and containers of any sort used for collection and disposal of refuse, garbage, rubbish, recyclable material or other discarded matter upon the premises must be placed as follows:

A. In the garage OR,

B. Hidden behind an L shaped wing wall on the side of the garage (outside) with said wing wall not to exceed six feet in height and not to extend more than four feet away from the side of garage, and not to parallel the garage for a length longer than eight feet. The wing wall shall not extend in front of the house or behind the house. The wing wall shall be attached to the house, and painted the same color as the exterior of the house. The wing wall shall be constructed of solid, non-see-through material which completely shields the area between the house and the wing wall from view. Plans for said wing wall shall be submitted to the Architectural Review Committee for its consideration, and written approval by the Board of Directors of BWCAI or by the Architectural Review Committee is required before installation of the wing wall.

A "Pre-existing "L" Shaped Wing Wall" is defined as an "L" Shaped Wing Wall which was erected on a lot before February 25, 2015. Replacement of a Pre-existing "L" Shaped Wing Wall is prohibited except that the BWCAI Board and the Architectural Review Committee may approve an "L" Shaped Wing Wall to replace a Pre-existing "L" Shaped Wing Wall only under the conditions set forth in this subsection 8B herein above. However, maintenance and repair of a deteriorating or damaged Pre-existing "L" Shaped Wing Wall may be permitted by the Architectural Review Committee provided the percentage of deterioration or damage to the "L" Shaped Wing Wall does not exceed 50% at any one time.

Furthermore, before a repair is performed or maintenance work is commenced, the homeowner shall apply to the BWCAI Board of Directors or to the Architectural Review Committee so that the Board or the Architectural Review Committee may determine whether the damage or deterioration to the "L" Shaped Wing Wall exceeds 50%.

Cans and/or containers shall not be placed in front of the house or in front of the garage or in the front of any lot or parcel except on regular collection days, or after sunset on the day before regular collections of trash, garbage, rubbish and recyclable material, as may be provided by any sanitary service unit, and then only when such service unit requires the container or containers to be placed in the front of any dwelling. Empty containers must be moved to the areas mentioned in subparagraphs A and B hereinabove on the same day as the contents were collected by the sanitary service unit.

9A. Except as provided herein below, no fences shall be erected or maintained on any lot or lots. The Architectural Review Committee may approve chain link fences, with or without green artificial ivy fence screening, if the owner of the lot follows the procedures specified in Paragraph 24 of this Declaration and if the plans for such fences comply with the following :

1. The fence encloses the backyard area along the side and rear lot lines and is attached to the back of the house, and
2. The fence does not exceed five (5) feet in height.
3. The fence is not located in the front yard and the fence is not located in a side yard.
4. If green artificial ivy fence screening is proposed to be used, then the plans must show that at least one full side of the four sides of the fence are covered with green artificial ivy fence screening for the entire length of that side of the fence. Furthermore, the plans must show that each of the four sides of the fence that are proposed to be covered by green artificial ivy fence screening are covered with green artificial ivy fence screening for the entire length of that side of the fence. Provided, however, that the plans must show that one or both of the short-length fence sections that extend to the back of the house are proposed to be covered by green artificial ivy fence screening for the entire length of that section of the fence before the Architectural Review Committee approves such coverage. Examples of what is meant by "green artificial ivy fence screening" are on file in the Beacon Woods Civic Center for inspection by members of the Association.

A Chain link fence may not be installed on a lot before it is approved, in writing, by the Architectural Review Committee. All fences that have been approved by the Architectural Review Committee shall be maintained in compliance with the plan approved by the Architectural Review Committee, including compliance with the three enumerated restrictions in this Section 9A. herein above. No changes shall be made to such fences without the written approval of the Architectural Review Committee after the owner of the lot applies for such an approval by following the procedures specified in Paragraph 24 of this Declaration.

Provided, however, fences are not permitted in Golf Course Villages pursuant to the terms of the Special Deed Restrictions placed upon these villages, except for lots #2443, 2444, 2445, 2446, and 2449.:

In the following areas, stockade fencing no more than 6' in height may be approved by the Architectural Review Committee after the owner of the lot applies for such an approval by following the procedures specified in Paragraph 24 of this Declaration :

- (1) Fences on lots whose back yards border Fivay Road may be installed only on the rear lot line of the lot bordering Fivay Road and not along the sides of the lot.
- (2) Fence at the retention area separating Golf Club Village from Eagleswood Village.
- (3) Fence bordering pool area at Eagleswood Condos, a portion runs adjacent to Split Rail Lane and a portion runs adjacent to Clocktower Parkway.
- (4) Fences on those lots in Greenside Village which run adjacent to Clocktower Parkway, as listed in this Declaration of Covenants in subparagraph C, hereinbelow.
- (5) Fences which border areas that are not part of any Beacon Woods Subdivision Villages (perimeter boundaries) may be installed only on the rear lot line of the lot and not along the sides of the lot.
- (6) Fence separating Golf Club Maintenance building from the Palms Village.

If approved by the Architectural Review Committee after the owner of the lot applies for such an approval by following the procedures specified in Paragraph 24 of this Declaration, a chain link fence may be erected around a back yard patio area provided the patio is attached to the home and the fence does not exceed five (5) feet in height as measured from the ground to the top of the fence.

A "Pre-existing Fence" is defined as a fence which was erected on a lot before February 27, 1998. Replacement of a Pre-existing Fence is prohibited except that the BWCAI Board and the Architectural Review Committee may approve a chain link fence, with or without green artificial ivy fence screening, to replace a Pre-existing Fence only under the conditions set forth in this subsection 9A herein above. However, maintenance and repair of a deteriorating or damaged Pre-existing Fence may be permitted by the Architectural Review Committee provided the percentage of deterioration or damage to the fence does not exceed 50% at any one time. Materials and colors used for the maintenance and repair of any Pre-existing Fence shall be only those materials and colors used in the original construction of the Pre-existing Fence. Said materials and colors must be approved by the BWCAI Board of Directors or by the Architectural Review Committee in writing pursuant to section 24 of this Declaration before the fence is repaired or maintenance work is commenced. Furthermore, before a repair is performed or maintenance work is commenced, the homeowner shall apply to the BWCAI Board of Directors or to the Architectural Review Committee so that the Board or the Architectural Review Committee may determine whether the damage or deterioration to the fence exceeds 50%. The placement of the fence shall not be changed without prior written approval of the BWCAI Board of Directors or the Architectural Review Committee. If deterioration of or damage to a Pre-existing Fence exceeds 50% at any one time as determined by the BWCAI Board of Directors or the Architectural Review Committee, the entire fence must be removed.

B. Hedges shall not exceed six (6) feet in height. No hedge shall be maintained or erected in any front yard except that shrubbery may be planted adjacent to the house structure. Hedges may be installed in back yards and on side yards along the boundary lines not to exceed six (6) feet in height.

C. Any other provision of these covenants, conditions and restrictions notwithstanding, the owners of lots designated as #2443, 2444, 2445, 2446 and 2449 shall have the responsibility to maintain the solid privacy fence located on their property. Replacement of these fences shall consist of 6' brown solid vinyl/pvc fencing but may not be installed without prior written approval by the Architectural Review Committee. Replacement fences in this area shall not be made out of wood. If the owner fails to maintain the fence as indicated above, BWCAI, after giving at least ten days written notice, is authorized, but shall not be obligated, to make necessary repairs or replacement. The owner shall be assessed the costs of repair or replacement and said owner shall be required to reimburse BWCAI for the actual costs incurred therewith and said costs shall be a charge upon the land and shall be liens on the lot in favor of BWCAI which may be foreclosed in the same manner in which mortgages on real property may be foreclosed in Florida.

D. No above ground pools may be erected on any lot nor may any pool designed to be installed above ground be installed below ground level. Hot tubs may be allowed inside a preexisting screened-in porch, lanai or pool enclosure. If there is no screened-in porch, lanai or pool enclosure on the lot, then a hot tub may not be installed on the lot unless the hot tub and the proposed enclosure for the hot tub have been approved by the BWCAI Board of Directors or the Architectural Review Committee pursuant to the provisions set forth in Paragraph 12 and 24 of this Declaration. Hot tubs will not be permitted on sides of homes or in front of any home. In-ground pools may not be installed on any lot unless the pool has been approved by the BWCAI Board of Directors or the Architectural Review Committee pursuant to the provisions set forth in Paragraph 12 and Paragraph 24 of this Declaration. In-ground pools will not be permitted on any lot unless confined to an area behind the house inside a screened enclosure. Such enclosures must include a screened roof and walls and comply with county ordinances and must be approved by the BWCAI Board of Directors or the Architectural Review Committee and must be attached to the home and confined to an area 5 feet from rear lot line and 5 feet from each side lot line.

E. Permanent outside clotheslines or poles will not be permitted, and clothes hanging devices such as lines, poles, cranes shall be stored out of sight when not in use. Such clothes drying shall be confined to rear yard during daylight hours.

10. No noxious, noisy or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

11A. No trailers, campers, boats, water craft, motor homes, golf carts, All Terrain Vehicles, or vehicles with tires larger than the largest size listed by the manufacturer for each model, will be permitted on any lot in the villages of

Beacon Woods listed on the attached Exhibit A, unless inside a covered garage. Paragraph #11C.2, hereinbelow, does not otherwise authorize these vehicles to be parked on any lot in the aforementioned villages of Beacon Woods Subdivision outside a covered garage.

B.1. No wrecked, unlicensed or inoperable vehicles shall be parked on any lot in the Beacon Woods Subdivision unless inside a covered garage.

B.2. No Commercial vehicles, with the exception of commercial vehicles specifically allowed by this section, shall be parked on any lot in the Beacon Woods Subdivision unless inside a covered garage. A "commercial vehicle" is any vehicle with an advertising message on it or any truck or van which contains materials or any item used in a business, such as lawn equipment, printing supplies for a printing company, surveying equipment, etc. The definition of a commercial vehicle also includes any vehicle used for the transportation of people for hire, such as a taxi, bus or limousine. No vehicle used for the transportation of people for hire, (e.g., taxi, bus or limousine) shall be parked on any lot in the Beacon Woods Subdivision unless inside a covered garage.

C.1. No vehicle with a commercial advertising message on it shall be parked on any lot in the Beacon Woods Subdivision, with the exception of a vehicle not otherwise prohibited by these restrictions with an advertising message on the driver's side door or front passenger side door, provided that the advertisement is covered by a magnetic covering the same color as the vehicle. Such coverings must cover the entire advertising message. Provided that: Trucks or vans with or without an advertising message on them used for the transportation of property which contain materials or any items used in a business, such as, but not limited to, lawn equipment, printing supplies for a printing company, surveying equipment, etc., shall not be parked on any lot in the Beacon Woods Subdivision; nor shall any vehicle which displays a commercial or professional state, county, or city license number on it be parked on any lot at any time, with the exception of a vehicle allowed by section 11.C.3. of this Declaration of Covenants. Furthermore, no vehicle with a license plate attached to it which indicates the vehicle is used in a business shall be parked on any lot at any time, with the exception of a vehicle allowed by section 11.C.3. of this Declaration of Covenants.

C.2. Any vehicle which does not fit into the homeowner's garage shall not be parked on any lot in the Beacon Woods Subdivision, except for vehicles with roofs that extend beyond the manufacturer's standard height and which are not commercial vehicles, and except for those vehicles which are authorized to be parked on lots pursuant to paragraph #11C.1 of this declaration. This paragraph does not authorize those vehicles listed in paragraph 11A, hereinabove, and paragraph 11D, herein below to be parked on any lot in the Beacon Woods Subdivision, outside a covered garage.

C.3. Delivery vehicles or service vehicles while in the process of performing their services may be parked in the driveway of the property requiring such service.

D. Tractor trailer cabs are not permitted to be parked on homeowner's property, or anywhere in Beacon Woods, at any time.

E. Parking on the roads in the platted Beacon Woods villages is prohibited. No passenger cars or other motorized vehicles shall be parked on yards, sidewalks, or on lawns and no passenger cars or other motorized vehicles shall be parked anytime on the property owned by Pasco County in the platted villages or on the property owned by the Beacon Woods Civic Association, Inc., except in specifically designated parking areas. Motorized vehicles are not allowed on common areas unless such vehicle is a BWCA authorized vehicle or county or government vehicle.

12. No structure of a temporary character, trailer base, tent, shack, garage, barn or other outbuilding or any portion of same shall be used or parked on any lot anytime as a residence, either temporarily or permanently. No structure of any kind, free standing or otherwise, including but not limited to decks and platforms, shall be moved onto or erected upon any of the lots, except as authorized in this section of the Declaration. Permitted structures and structural additions to residences after initial construction by Developer must be confined to an area 18 feet from rear lot line, 8 feet from side lot line, and 18 feet from front lot line, except for in-ground pools with screened enclosures, as provided for in Paragraph 9D of this Declaration, and must be of the same type as original construction and meet color codes requirements. No structural additions will be permitted without written authorization of the Beacon Woods Civic Association, Inc., or the

Architectural Review Committee. All construction debris shall be removed immediately upon completion. All structural additions must be of the same type as original construction and meet color code requirements. Modifications or changes to original construction of walkways and/or driveways, or additions to walkways and/or driveways, requires submission of plans to, and approval by BWCAI pursuant to the procedures specified in Paragraph 24 of this Declaration. Additions to walkways and/or driveways must be of the same type construction as existing driveways and walkways. Colors used for painting, staining, texture coats or other approved modifications or changes to original construction of driveways and/or walkways will be only those colors listed on the approved color charts which are available at the Beacon Woods Civic Association, Inc. office. For the purpose of preventing erosion or down slope movement on a lot, a retaining wall may be authorized by the Board of Directors or the Architectural Review Committee, provided that the owner of the lot follows the procedures specified in Paragraph 24 of this Declaration and provides proof of county approval. No retaining wall may be built without prior approval from Pasco County. Retaining walls may be constructed of masonry, stone, brick, 4"x 4" or 6"x 6" pressure treated lumber, or concrete. The top of the retaining wall must be at grade level. A metal guard rail may be approved to be installed at the top of the wall provided that the owner of the lot follows the procedures specified in Paragraph 24 of this Declaration. Such guard rails must have a minimum height of 36" and a maximum height of 42" with balusters spaced less than 4" apart. Such walls and guard rails must be approved by the BWCAI Board of Directors or the Architectural Review Committee and must conform to county requirements.

A. A satellite receiving dish antenna system, no larger than (one) 1 meter in diameter, may be attached to the residence building provided that the dish or antenna is not determined by the architectural review committee to be a safety hazard. Prior to installation a detailed sketch of the size, location and means of anchoring must be submitted to the Architectural Review Committee for approval for safety reasons and size verification. If more than one satellite dish is required, written verification from the service provider must be submitted along with the written request for the installation of the dishes to the Architectural Review Committee. The safety objective sought to be accomplished by this restriction is for the protection of people and property from injury or damage if an antenna or dish became dislodged from the place where the homeowner proposes to anchor or fasten the dish or antenna.

B. Play centers are prohibited on lots in Beacon Woods other than play centers that do not exceed a width of 11 feet, a height of 10 feet 6 inches and a length of 19 feet. The back yard of a lot is the only area of the lot where a play center may be erected and play centers are subject to a 10 foot setback from the rear and side lot lines. Installation plans for play centers shall be submitted to the Architectural Review Committee for its consideration and subsequent approval before placing such equipment on lots in the Beacon Woods Subdivision. A play center may not be installed on a lot before it is approved, in writing, by the Architectural Review Committee. All play centers that have been approved by the Architectural Review Committee shall be maintained in compliance with the plan approved by the Architectural Review Committee, including compliance with the above stated restrictions in this subsection. No changes shall be made to such play centers without the written approval of the Architectural Review Committee after the owner of the lot applies for such an approval by following the procedures specified in Paragraph 24 of this Declaration. No structure shall be erected on or placed on a lot in Beacon Woods without prior written approval by the Architectural Review Committee and prior written application for said approval pursuant to the procedures specified in Paragraph 24 of this Declaration.

Sandboxes may be used in the back yard only and covered when not in use. They are not to exceed 48 inches in diameter or 16 square feet.

Wading pools may be used in the backyard only. Wading pools may not exceed 48 inches in diameter and 10 inches in depth. When not in use, the wading pools are to be stored in the garage or house.

Bicycles, scooters, skate boards and all other toys are to be stored in the garage or house when not in use.

Free standing basketball stands, when not in use, are to be removed from the sidewalk or driveway and stored in front of the garage to the side of the garage door (vehicle entrance door), nearest to the closest side lot line. Owners and tenants of Garden Patio Homes, as defined by paragraph #29 herein, must store free standing basketball stands out of sight when not in use. Permanent mounted posts with hoop and net are to be placed on the outer side of the driveway closest to the lot line and no less than 10 feet from the road. Installation plans are to be submitted to the Architectural Review Committee

for its consideration and subsequent approval before installing. Hoops and nets may not be attached to the garage or house.

Athletic equipment, including but not limited to, balls, nets, stands, etc., are to be stored in the house or garage, when not in use.

Trampolines, tree houses and swings attached to a tree (including tires on ropes) are not permitted at any time.

Play centers shall not be permitted on any lots in Golf Course Villages designated as Smokehouse Village, Greenwood Village, Greenside Village, Fairway Village, Village 9-D, Village 9-C, Village 9-B, Village 9-A, Fairview Village, Ironwood Village, Pinewood Village, Coachwood Village.

13. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other household pets, provided they are not bred or maintained for any commercial purpose. A combined maximum of only five (5) domestic animals (dogs and cats) per household will be permitted. Each resident and each homeowner is prohibited from allowing one or more pigs to be on his or her lot. Each resident and each homeowner is prohibited from allowing any of his or her animals or animals of his or her guests, other than dogs, to be on his or her lot outside of the house. Dog feces are to be picked up immediately and disposed of in a sanitary manner. Cats are not allowed to roam freely since Beacon Woods is designated a bird sanctuary. Every pet owner must comply with Pasco County Animal Control ordinances with all other.

14. No sign of any kind shall be displayed to the public view on any lot except one sign not more than five square feet advertising the property for sale or rent. A "No Solicitation" sign no larger than 3" x 9" installed near the front door bell, or a security company sign of reasonable size. Furthermore, no signs shall be posted by any person on/or in any place in Beacon Woods Subdivision Villages listed on the attached Exhibit A (except as provided herein). "For Sale" signs and "For Rent" signs, whether by owner or by a real estate agent, shall state "Deed Restricted" on both sides of the said "For Sale" and "For Rent" signs. The minimum size lettering stating that Deed Restrictions apply must be at least two inches high and at least one inch in width. In addition, no sign of any kind shall be displayed by the homeowner in a window or door window in public view, except permits issued by the county may be placed in windows until work has been completed. House numbering must comply with the Pasco County ordinances; Numbers must be legible from the street, with figures not less than three inches high and must be in a color contrasting the background of the house.

14A. No tangible personal property (except as otherwise provided in this Declaration), litter, or any discarded item shall be allowed to remain on any lot outside an enclosed structure or in public view.

With the exception of a sale permitted by the terms of Subsection B. of this section hereinbelow, the following is prohibited on lots in Beacon Woods Subdivision Villages:

(1) the outdoor display of items of tangible personal property for sale or rent.

(2) the outdoor display of items of tangible personal property displayed for the purpose of giving away such an item or items for free or for an exchange of other property or exchange for money.

B. Upon prior approval of a homeowner's application therefore by Beacon Woods Civic Association, Inc. (BWCAI), a resident may display outdoors on his or her lot an item or items of tangible personal property for sale, rent, or gratis, twice per calendar year for a maximum of three consecutive days per sale. No display of tangible personal property for sale, rent, or gratis shall be permitted on a lot in Beacon Woods without prior approval of BWCAI and only two displays of tangible personal property per calendar year may be permitted on any one lot.

C. BWCAI and lot owners shall be entitled to an injunction against persons who have violated this section in order to prohibit future violations of this section by such a person.

15. All yards and lawns shall be maintained in a neatly trimmed, healthy, and manicured condition by their owners. No stone lawns, asphalt, cement, mulch, or other artificial material shall be installed on the lots except that driveways may be installed subject to the approval of the Architectural Review Committee. Provided, however, that the Architectural Review Committee may allow a homeowner to place mulch or gravel around shrubs, bushes, trees, and garden areas when allowed by this Declaration and the Architectural Review Guidelines. If the home is unoccupied, being rented, or vacant for extended periods of time such as vacations, it shall be the owner's responsibility to insure proper maintenance of the yard and lawn in the owner's absence. Yards, front, back and sides shall be covered with living natural sod grass or covered with other approved plants pursuant to the Architectural Review Guidelines and this Declaration prior to and during occupancy by lot owners or their tenants. All plants which are listed on the Invasive Plant List adopted by BWCAI, shall be promptly removed from the lot by the lot owner unless the specific plant existed on the lot before the effective date of this sentence; the effective date of this sentence is the first date that it is recorded in the Public Records of Pasco County, Florida. All plants, which are listed on the Invasive Plant List adopted by BWCAI, shall be prohibited from being planted on any lot. All natural sod grass areas shall be maintained by the lot owner in the following manner:

A. The combined area of bare patches in the natural sod grass lawn that exceed ten percent of any front, back or side lawn is a violation of this restriction and the owner shall promptly resod such bare patches with living natural sod grass within 15 days of notification of the owner by BWCAI or, within that 15-day period, the owner shall submit a plan to the Architectural Review Committee for installing approved ground cover or other approved plants pursuant to the Architectural Review Guidelines and this Declaration;

B. The sod grass shall be cut by the owner regularly so as to maintain a grass height of not more than 6 inches; grass that exceeds the height of 6 inches for more than 10 days is a violation of these restrictions.

Beacon Woods Civic Association, Inc. (BWCAI) shall have the authority to have the yard mowed if it is not properly maintained and shall have the authority to assess the cost of the maintenance against the lot owner. Before entering upon the lot for maintenance purposes, the BWCAI shall give the owner ten days notice by regular mail or by posting a notice on the lot that the BWCAI will enter upon said lot for the purpose of properly maintaining said lot. The cost of such yard maintenance shall be added to and become part of the assessment to which such lot is subject and the owner shall be personally liable to the Beacon Woods Civic Association for the costs of such maintenance and the costs, until paid, shall be a permanent charge and lien upon such lot. Entry to perform maintenance shall be only between the hours of 8:30 A.M. and 6:00 P.M. on any day except Sunday. Such entry as herein provided shall not be a trespass, nor shall BWCAI be liable for doing anything reasonably necessary or appropriate in connection with carrying out these provisions.

In all cases in which a homeowner's yard is not ninety percent covered with living natural sod grass, all homeowners shall maintain their yards so that the percentage of each front yard, each side yard, and each back yard that is covered by living Ground Cover, as defined in the List of Beacon Woods Plants, shall always equal at least 50% minus the percentage of such yard that is covered by living natural sod grass. Furthermore, regarding all such grass-deficient yards: homeowners shall install on all such yards: plants, other than grass, included on the aforementioned List of Beacon Woods Plants that cover at least fifty percent of that part of such yard that is not covered with and not required to be covered with Ground Cover or living natural sod grass.

C. All areas of the lot shall be landscaped according to the requirements of this section 15 except for areas covered by the house, driveway, sidewalks, and improved areas approved by the Association's Board of Directors or its Architectural Review Committee pursuant to the Architectural Review Guidelines and this Declaration.

If a homeowner desires to install a plant or plants other than living natural sod grass on his or her lot, he or she must first submit a landscaping plan to the Architectural Review Committee to determine whether the plans are in compliance with this Declaration and with the written standards and guidelines approved by the Association's Board of Directors also referred to as the Architectural Review Guidelines. Plants or trees, which are listed on the Invasive Plant List adopted by the BWCAI, shall be prohibited from being planted on any lot.

Said landscaping plan must be in compliance with this Declaration and must include a drawing depicting the lot, improvements on the lot, including the house, driveways and sidewalks, as well as the areas of existing natural sod grass and existing other plants and the areas proposed to be covered by new plant material as well as the name of the species of

plants proposed to be installed on the lot. The specific requirements for a proper landscaping plan are contained in the Beacon Woods ARCHITECTURAL REVIEW COMMITTEE GUIDELINES. Said guidelines are authorized by this Declaration.

A homeowner may not avoid the requirement that he or she properly landscape his or her lot by his or her failure to submit a landscape plan to the Architectural Review Committee. A homeowner may not avoid the requirement that he or she properly landscape his or her lot by submitting a landscaping plan or plans that fail to meet the standards set forth in this section.

If the lot of a homeowner does not comply with the standards set forth in this section, or if the homeowner fails to comply with the requirements of the Architectural Review Guidelines, or if the homeowner submits two or more consecutive landscaping plans that fail to meet the standards set forth in this section, then the Association shall be entitled to an injunction judgment ordering the homeowner to install on his or her lot: living natural sod grass that covers at least ninety percent of each yard that is not ninety percent covered with living natural sod grass, or, in the alternative, the Association shall be entitled to an injunction judgment ordering the homeowner to install on his or her grass-deficient lot: (1) Ground Cover, as defined in the List of Beacon Woods Plants, that covers at least 50% of the yard minus the percentage of such yard that is covered by living natural sod grass plus (2) plants, other than grass, included on the aforementioned List of Beacon Woods Plants that cover at least fifty percent of that part of such yard that is not covered with and not required to be covered with Ground Cover or living natural sod grass

In all injunction litigation, the prevailing party shall be entitled to an award of costs and attorney fees for which the non-prevailing party or parties shall be liable regarding the costs and attorney fees of the litigation as well as related enforcement activities including mediation.

D. Garden Patio Homes exceptions are as follows:

Yard areas, front or otherwise, shall either be at least 90% covered with natural sod grass or Ground Cover, or at least 60% covered with plants, which may include Ground Cover, approved for Beacon Woods as shown on the aforementioned List of Beacon Woods Plants which are attached to the Architectural Review Guidelines. All such grass, Ground Cover, and approved plants must be maintained in a neat, healthy and manicured condition, consistent with the standards set forth in this Declaration, including this section 15 of this Declaration. Any changes or modifications to such yard areas, including the installation of Ground Cover and other approved plants, must be approved by the BWCAI Board of Directors or the Architectural Review Committee.

E. All plants on the lots in Beacon Woods, including Ground Cover and grass, shall be maintained in a healthy condition by the lot owner and shall be trimmed, pruned, and cut by the lot owner in compliance with this Declaration and in compliance with the Architectural Review Guidelines. All bushes and shrubs must be trimmed below the roof line.

16. No trash, litter, rubbish, dead trees, dead tree limbs, underbrush, shall be allowed to remain on any lot outside an enclosed structure or in public view. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in covered sanitary containers. All equipment and containers for the storage or disposal of waste material shall be kept in a clean and sanitary condition. In the event that the owner of any lot fails or refuses to keep the lot free from any of the foregoing, BWCAI and any other lot owner shall be entitled to an injunction judgment ordering the lot owner to remove any such item from the outdoors part of the lot, and shall be entitled to other legal and/or equitable relief.

Furthermore, BWCAI may, at its option, ten days after posting a notice thereon or mailing a notice to said owner at his property address requesting the owner to comply with the requirements of this paragraph, enter and remove unsightly items, dead trees, dead tree branches, garbage, litter, rubbish, and underbrush at said owner's expense, and owner shall be personally liable to BWCAI for the costs of removal, and the costs until paid shall be a permanent charge and lien upon such lot and shall bear interest at the highest rate allowed by law. By acquiring property subject to these restrictions, each and every owner agrees to pay such costs promptly upon demand by BWCAI, their agents, assigns, or representatives. No

such entry as provided herein shall be deemed a trespass, nor shall BWCAI be liable for doing anything reasonably necessary or appropriate in connection with carrying out these provisions.

17. Any house erected or constructed on a lot in a Village in the BEACON WOODS SUBDIVISION must be connected to the existing water and sewer systems.

18. On any lot adjoining a lake, pond, waterway, or greenbelt area known as The Commons, with the exception of lots along the drainage easement in Village #11A -Second Addition and #11B -Phase One, no fences or seawalls (unless to comply with SWFWMD, DER or any other state or local ordinance or statute) of any kind shall be erected in the back yard. On any lot adjoining a lake, pond, waterway, or greenbelt area known as The Commons, no docks or structures of any sort shall be placed or built in said back yard except as provided in this Section 18. For purposes of this Declaration, "The Commons" is defined as those parcels of real property, other than residential lots, that are owned by Beacon Woods Civic Association, Inc., according to the Public Records of Pasco County, Florida.

19. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violations or to recover damages.

20. It shall be lawful for the Beacon Woods Civic Association, Inc. or any other person or persons owning any real property herein described and situated in the development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of these covenants and either to prevent him or them from so doing or to recover damages or other relief for such violation.

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

22. No trees may be removed from a lot unless the tree has died or is a designated invasive plant species according to the Florida Statutes or is otherwise causing or has potential to cause damage to the structure. In the event a tree is removed it shall be replaced by the owner of the lot, at his/her expense, with a tree equivalent in size when fully mature from the approved replacement tree list which is available at the Beacon Woods Civic Center.

23. All trees, shrubbery, hedges and landscaping shall be kept neat and trim so as not to impede or obstruct in any way the view of vehicular traffic and traffic signs, road right of way, roadways and/or streets. Trees, shrubbery, hedges and landscaping shall not protrude into any roadway, road right of way and/or street. Beacon Woods Civic Association, Inc. shall be entitled to an injunction and any lot owner in the Beacon Woods Subdivision Villages shall be entitled to an injunction ordering the owner or owners of a lot which is in violation of this section to restore their trees, shrubbery, and hedges so that their trees, shrubbery, and hedges are not in violation of this section.

24. No owner of any lot that is subject to these covenants, conditions, and restrictions shall make or cause any additions, modifications, improvements or changes to be made on the exterior of their structure, including painting, stone work, or veneer, brick work, stucco or stucco veneers or any facade of any nature or any other decoration, to the structure's facade, nor shall any owner of any lot make any additions, modifications, improvements, or changes to their lot, including but not limited to lawn ornaments, statues, fountains and bird baths, without the express written consent of the Board of Directors of BWCAI or the Architectural Review Committee in accordance with paragraph 24B through 24E herein below. When not in use, lawn and patio furniture must be confined to the patio areas, with the exception of park benches which may be placed in garden or landscaped areas. All lawn and patio furniture, including park benches, must be maintained in a good state of repair. Barbecue grills may not be stored in front of a home when not in use.

A. The installation of electrical wiring, machinery, or air conditioning units which may protrude through the walls or windows of said structure, or changing any grade or drainage flow of the lot is prohibited without the written consent of the Board of Directors of BWCAI or by the Architectural Review Committee.

B. Prior to making any additions, modifications, improvements or changes described herein above, the owner of the lot shall submit to BWCAI for approval: detailed building plans and specifications, including a grading plan, list of colors

to be used, and material lists. Said building plans shall include a detailed sketch which accurately depicts the proposed appearance of the structure including the proposed additions, modifications, improvements, and changes thereto. The plans, including the sketch, shall show the exact proposed dimensions (height, width, and length as well as slope), the exact proposed location of the proposed additions, modifications, improvements and additions, and shall show the areas where each color is proposed to be used. The BWCAI Board and the Architectural Review Committee may also require an owner to submit a survey of the owner's lot to the BWCAI Board or the Architectural Review Committee before considering the proposed addition, modification, improvement or change. No such additions, modifications, improvements or changes shall be made until said plans and specifications and any other information requested by BWCAI regarding the construction project has been approved in writing by the BWCAI Board of Directors or by the Architectural Review Committee.

C. All plans, including a completion date, must be sent to the Board of Directors of BWCAI, by certified or registered mail, return receipt requested, at Beacon Woods Civic Association, Inc., 12440 Clocktower Parkway, Bayonet Point, Florida 34667, or any other address as BWCAI may later designate in writing.

D. No architectural approval will be granted to a residence that is in violation of the Deed Restrictions unless the requested change will correct the violation(s). Furthermore, no architectural approval will be granted to a residence that is more than 90 days delinquent in paying any fee, fine or other monetary obligation to the association until the monetary obligation has been paid in full.

E. No exterior structural or architectural changes or conversion shall be made to any garage for the purpose of converting the garage into a living room, dining room, bedroom, den or similar living space without the approval of the BWCAI pursuant to the procedures specified in Paragraph 24 of this Declaration.

F. This Declaration authorizes the use of the architectural standards and guidelines approved by a two-thirds vote of the Board of Directors. These standards and guidelines are available at the Beacon Woods Civic Center office.

25. A. No business or commercial venture shall be conducted on any lots. Provided, however, lot owners may rent their lot but a lot may only be rented as a residential dwelling.

B. Except as otherwise provided herein, no owner of a lot who becomes an owner of that lot after the effective date of this provision may rent or lease that lot during the first two (2) years after an instrument showing that owner's ownership interest in that lot has been recorded in the Public Records of Pasco County, Florida. A lot owner who acquires his or her ownership interest in the lot through a Personal Representative's deed or through an Order Determining Homestead Status of Real Property, issued by a Probate Court Judge, is exempt from this subsection B. The effective date of this provision of subsection B as part of the Beacon Woods Covenants and Restrictions is the date of its official recording in the Public Records of Pasco County, Florida. Before the effective date of the above provision, no lot may be rented or leased at any time during the first two (2) years after there has been an arm's length sale of the lot recorded in the Public Records of Pasco County, Florida. Leases signed prior to the Public Records recording date of a specific provision of this subsection B, and rental terms that commenced prior to the Public Records recording date of that specific provision of this subsection B will be exempt from that specific provision of this subsection B. The Board may adopt reasonable rules to allow for renting or leasing of lots for terms totaling no more than one year in the event a hardship is created due to the death or disability of a homeowner or the death or disability of a homeowner's spouse or significant other living in and occupying the unit, or such hardship as the Board may deem to be appropriate and applicable to all persons thereafter. The Board will address each circumstance on a case by case basis.

C. Lots that are not subject to the above two (2) year restrictive period may be rented or leased, but a lot may only be rented or leased to a single family for use only as a residence of a single family or to a single person for use only as a residence of a single person. Lot rentals shall be for a minimum of three (3) months. No lot may be leased for any purpose other than use as a single family residence or for use as residence by a single person. Owners must give renters/lessees a copy of the Declaration of Covenants, Conditions and Restrictions of Beacon Woods Subdivision Villages before the time of rental/lease and owners shall sign a Delegation of Privileges document and file it with BWCAI before the beginning of the lease term; said document may be obtained at the BWCAI business office. In the Delegation

of Privileges form, Lot owners shall relinquish their rights to use the Beacon Woods facilities during the term of the rental agreement and shall agree to hold the BWCAI harmless from all acts of omissions of their tenants and from all damages caused by the tenants of the Lot owners. Owners of lots shall still have injunction judgments entered against them for violations of this Declaration occurring on their lot or lots in Beacon Woods while such is being rented, before it is rented and after such lot has been rented.

26. No fires are to be started in the green belt area known as the Commons except by authorized maintenance personnel. No open fires or bon fires shall be started on any lot. No firecrackers or other forms of pyrotechnic devices may be ignited or displayed on any lot or common area in the Beacon Woods Subdivision Villages listed on the attached Exhibit A. Upon written approval by the Architectural Review Committee, a portable fire pit may be used in the backyard of a lot and must be confined to an approved patio area.

27. All lots, together with the exterior of all improvements (if any) located thereon, shall be maintained in a good state of repair and in a neat and manicured condition by their respective owners. Such maintenance shall include, but shall not be limited to, cleaning, repairing, replacing and caring for roofs, screens, windows, gutters, downspouts, and building surfaces, including painting building surfaces and shall include properly maintaining, trees, sod grass, shrubs, bushes, hedges, walks, driveways and other exterior improvements. Lot owners shall keep all exterior building surfaces clear and free of rust, mold, mildew and fungus. Lot owners shall keep all driveways free from oil stains. Lot owners shall keep all gutters and downspouts securely attached to the house or garage and free from rust, mold, mildew and fungus. Lot owners shall remove from their lot all dead portions of hedges, shrubs and trees. No artificial plant material may be used on any lots. Lot owners shall repair or replace all ripped screens. Lot owners shall replace dead grass with either natural sod grass or with approved groundcover or plants pursuant to Section 15 herein above and the Architectural Guidelines, and shall remove the weeds from their lawn. Lot owners shall remove weeds from walks, driveways, curb areas, and landscaped areas. In the event the owner fails to maintain his or her or its lot and the improvements situated thereon in a manner satisfactory to the BWCAI Board of Directors, this restriction may be enforced by an injunction from a court of competent jurisdiction, and/or BWCAI, by a vote of its Board of Directors, may enforce this restriction by fining an owner or suspending the rights of an owner to use the common areas and facilities in the manner authorized by the Florida Statutes and by the Bylaws of Beacon Woods Civic Association, Inc. BWCAI or any owner of a lot subject to these restrictions may enforce this restriction by injunction.

28. All roofing, paint and stain colors used on the outside of the homes must be only those colors listed on the approved color charts which are available for inspection at the Beacon Woods Civic Association, Inc. office. A limit of three colors from the approved color charts may be used in painting the exterior of a residence at any one time. Non painted wooden front doors which are left in their natural color and/or varnished do not count as one of the three colors.

28A. All roofing materials must be either asphalt shingles or metal shingles. Metal shingled roofs must be manufactured with a baked enamel coating and all colors used shall only be those colors listed on the approved color charts available for inspection at the Beacon Woods Civic Center.

29. The following pertains to Garden Patio and Garden Court Homes only when they occur: (Garden Patio Homes are defined as those homes located in Cider Mill Village, Phase I and Phase II; Village Two, Village Four and Village Six. Garden Court Homes are defined as those homes located in Fairway Village and Fairview Village.)

A. Each lot owner shall have an easement to go onto the adjoining lot during normal working hours for the purpose of maintenance and/or repair of walls and roofs which are on the lot line or which roofs extend over the lot line, and said maintenance and repair shall be done in such a manner as not to interfere with the peaceful possession of the adjoining property owner's lot and shall be done in such a manner as not to cause any damage to shrubbery, screened-in area, patios and the like.

B. Each lot owner shall have an easement over the adjoining property for the extension and/or encroachment of the roof onto the air rights of the adjoining lot owner, which easement shall include the right to repair and/or maintain and replace said roof.

C.1. Each lot owner shall have the right and an easement for attaching to the outer wall of the adjoining property owner's dwelling which is on the lot line, which is necessary for the purpose of enclosing a property owner's court area with screening and said attachments shall be made in such a manner as to not damage the adjoining property owner's outer wall, and whenever same are replaced or removed, damage to the outer wall shall be repaired by the one removing and/or replacing same.

2. That fences six (6) feet in height of solid or other construction shall be allowed to enclose patio or court areas. These six-foot fences may only be constructed where two or more walls of a residential structure form a patio or court area, and the fence may be constructed only to "square off" that patio or court area. In any case, the fence may not extend beyond the outer limits of the patio or court area formed by extending the lines of the exterior walls of the residential structure until they intersect. Colors used to paint or stain such solid board fences must be only those colors listed on the approved color chart for patio homes which are available for inspection at the Beacon Woods Civic Association, Inc., office.

D. When the owners repaint the exterior of their residences (including the stucco on chimneys and all other stucco surfaces) or the surface of stucco walls, they shall use one of the stucco colors approved by Beacon Woods Civic Association, Inc.

E. The exterior architectural design will not be changed by any owner except by written permit from the Beacon Woods Civic Association, Inc. This is to include, among other things, the roof lines, color of roofing, exterior trim, windows, doors, gates, fences and privacy court walls. Wrought iron fences not in excess of six feet may be used to enclose court yards without obtaining prior approval.

F. Each lot owner shall have an easement over the adjoining property for the purpose of draining water from said owner's inner court directly to the street when such inner court occurs in the design of said owner's Garden Patio or Garden Court Home. The easement is to be limited to 2' along the common side property line on which said owner's home is built.

30. Beacon Woods Civic Association, Inc. shall have the right to nullify restrictions on any lots which are to be used for a community purpose or for utility purposes.

31. If any provision of this indenture or the application of such provisions to any person or circumstances shall be held invalid, the remainder of this indenture, or the applications of provisions to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

32. When the word 'BWCA' or 'BWCAI' is used herein, said words shall mean Beacon Woods Civic Association, Inc., or its lawful assigns.

33. From this day forward only Beacon Woods Civic Association, Inc. (the Association) may amend this Declaration. This Declaration may only be amended by two-thirds (2/3) of the Association members voting on the proposed amendment. The BWCAI Bylaws shall specify all voting procedures. Two-thirds of the members of the BWCA Board of Directors must vote, at a duly noticed Board meeting, in favor of placing a proposed amendment on the ballot before a proposed amendment to this Declaration is placed on the ballot.

34. Beacon Woods Civic Association, Inc. shall be under no duty, either express or implied, to enforce the foregoing restrictions, but shall have the right to enforce said restrictions should it so elect.

IN WITNESS WHEREOF, the undersigned, in its capacity as Declarant, has caused this Twentieth Restated and Amended Declaration of Covenants, Conditions and Restrictions of Beacon Woods Subdivision Villages to be signed by its duly authorized officers and its corporate seal hereunto affixed this 17th day of April, 2023.

WITNESSES:

BEACON WOODS CIVIC ASSOCIATION, INC.

Dolores C. Rodenbaugh By James F. Gilligan
James F. Gilligan, as President
Beacon Woods Civic Association, Inc.

Mary G. Mannucci By Catherine G. Mannucci
Catherine G. Mannucci, as Secretary
Beacon Woods Civic Association, Inc.

STATE OF FLORIDA >
COUNTY OF PASCO >

I HEREBY CERTIFY that on this day, before me, personally appeared James F. Gilligan, President and Catherine G. Mannucci, Secretary of BEACON WOODS CIVIC ASSOCIATION, INC., to me known to be the persons described in and who executed the foregoing and they acknowledged before me that they executed said instrument in said capacity as the fee act and deed of said corporation for the purposes therein expressed.

WITNESS my hand and official seal in the county and state as aforesaid, this 17th day of April, 2023.

Dolores C. Rodenbaugh
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Feb 20, 2024

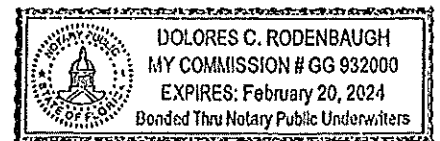


EXHIBIT A

BEACON WOODS VILLAGE ONE as recorded in Plat Book 10, Page 148, Public Records of Pasco County, Florida.

BEACON WOODS VILLAGE TWO as recorded in Plat 11, Pages 32-33, Public Records of Pasco County, Florida.

BEACON WOODS CIDER MILL VILLAGE PHASE I as record in Plat Book 16, Pages 62-64, Public Records of Pasco County, Florida.

BEACON WOODS CIDER MILL VILLAGE PHASE II as recorded in Plat Book 18, Pages 50-51, Public Records of Pasco County, Florida.

BEACON WOODS VILLAGE THREE-A as recorded in Plat Book 11, Pages 26-27, Public Records of Pasco County, Florida.

BEACON WOODS VILLAGE THREE-B as recorded in Plat Book 11, Pages 41-42, Public Records of Pasco County, Florida.

BEACON WOODS VILLAGE THREE-C as recorded in Plat Book 11, Page 54, Public Records of Pasco County, Florida.

BEACON WOODS VILLAGE FOUR as recorded in Plat Book 11, Pages 63-65, Public Records of Pasco County, Florida.

BEACON WOODS VILLAGE 5-A as recorded in Plat Book 11, Page 74, Public Records of Pasco County, Florida.

BEACON WOODS VILLAGE 5-B as recorded in Plat Book 11, Pages 89-91, Public Records of Pasco County, Florida.

BEACON WOODS VILLAGE 5-C as recorded in Plat Book 11, Pages 130-131, Public Records of Pasco County, Florida.

BEACON WOODS VILLAGE 5-D as recorded in Plat Book 14, Pages 16-17, Public Records of Pasco County, Florida.

BEACON WOODS VILLAGE 5-E as recorded in Plat Book 17, Pages 84-86, Public Records of Pasco County, Florida.

BEACON WOODS VILLAGE SIX as recorded in Plat Book 11, Pages 124-126, Public Records of Pasco County, Florida.

BEACON WOODS VILLAGE SEVEN as recorded in Plat Book 12, Pages 31-33, Public Records of Pasco County, Florida.

BEACON WOODS VILLAGE 8-A WEDGEWOOD CONDOMINIUM PHASE 1 as recorded in Plat Book 13, Pages 92-93, Public Records of Pasco County, Florida.

BEACON WOODS VILLAGE 8-A WEDGEWOOD CONDOMINIUM PHASE 2 as recorded in Plat Book 13, Pages 94-96, Public Records of Pasco County, Florida.

BEACON WOODS VILLAGE 8-A WEDGEWOOD CONDOMINIUM PHASE 3 as recorded in Plat Book 15, Pages 60-63, Public Records of Pasco County, Florida.

WEDGEWOOD CONDOMINIUMS OF BEACON WOODS VILLAGE 8-A, PHASE 4 as recorded in Plat Book 17, Pages 138-141, Public Records of Pasco County, Florida.

WEDGEWOOD CONDOMINIUMS OF BEACON WOODS VILLAGE 8-A, PHASE 5 as recorded in Plat Book 19, Pages 78-81, Public Records of Pasco County, Florida.

BEACON WOODS FAIRWAY VILLAGE as recorded in Plat Book 15, Pages 55-58 Public Records of Pasco County, Florida.

BEACON WOODS VILLAGE 9-A as recorded in Plat Book 13, Pages 61-63, Public Records of Pasco County, Florida.

BEACON WOODS VILLAGE 9-B as recorded in Plat Book 14, Pages 34-35, Public Records of Pasco County, Florida.

BEACON WOODS VILLAGE 9-C as recorded in Plat Book 14, Pages 10-11, Public Records of Pasco County, Florida.

BEACON WOODS VILLAGE 9-D as recorded in Plat Book 14, Pages 62-63, Public Records of Pasco County, Florida.

BEACON WOODS GREENSIDE VILLAGE as recorded in Plat Book 23, Pages 54-56, Public Records of Pasco County, Florida.

BEACON WOODS VILLAGE 11-A as recorded in Plat Book 12, Pages 71-72, Public Records of Pasco County, Florida.

BEACON WOODS VILLAGE 11-A, FIRST ADDITION as recorded in Plat Book 12, Pages 143-144, Public Records of Pasco County, Florida.

BEACON WOODS VILLAGE 11-A, SECOND ADDITION as recorded in Plat Book 13, Page 55, Public Records of Pasco County, Florida.

BEACON WOODS VILLAGE 11-A, THIRD ADDITION as recorded in Plat Book 13, Page 85, Public Records of Pasco County, Florida.

BEACON WOODS, VILLAGE 11-B PHASE ONE as recorded in Plat Book 14, Page 85, Public Records of Pasco County, Florida.

BEACON WOODS, VILLAGE 11-B PHASE TWO as recorded in Plat Book 14, Pages 129-131, Public Records of Pasco County, Florida.

BEACON WOODS, VILLAGE 11-C as recorded in Plat Book 15, Pages 42-44, Public Records of Pasco County, Florida.

BEACON WOODS, VILLAGE 11-D as recorded in Plat Book 18, Pages 80-81, Public Records of Pasco County, Florida.

EAGLESWOOD, A CONDOMINIUM, PHASE ONE as recorded in Plat Book 22, Pages 84-86, Public Records of Pasco County, Florida.

EAGLESWOOD, A CONDOMINIUM, PHASE 2 as recorded in Condominium Plat Book 2, Pages 15-18, Public Records of Pasco County, Florida.

EAGLESWOOD, A CONDOMINIUM, PHASE 3 as recorded in Condominium Plat Book 3, Pages 6-8, Public Records of Pasco County, Florida.

EAGLESWOOD A CONDOMINIUM, PHASE 4 as recorded in Condominium Plat Book 3, Pages 68-70, Public Records of Pasco County, Florida.

GOLF CLUB VILLAGE BEACON WOODS VILLAGE 12-B as recorded in Plat Book 25, Pages 133-135, Public Records of Pasco County, Florida.

BEACON WOODS PINWOOD VILLAGE as recorded in Plat Book 14, Pages 145-147, Public Records of Pasco County, Florida.

BEACON WOODS GREENWOOD VILLAGE as recorded in Plat Book 17, Pages 16-18, Public Records of Pasco County, Florida.

BEACON WOODS SMOKEHOUSE VILLAGE as recorded in Plat Book 16, Pages 77-78, Public Records of Pasco County, Florida.

BEACON WOODS IRONWOOD VILLAGE as recorded in Plat Book 19, Pages 121-123, Public Records of Pasco County, Florida.

VILLAGE WOODS - PHASE I, A CONDOMINIUM as recorded in Plat Book 19, Pages 23-25, Public Records of Pasco County, Florida.

VILLAGE WOODS - PHASE II, A CONDOMINIUM as recorded in Plat Book 19, Pages 31-33, Public Records of Pasco County, Florida.

VILLAGE WOODS - PHASE III, A CONDOMINIUM as recorded in Plat Book 20, Pages 16-20, Public Records of Pasco County, Florida.

BEAR CREEK OF BEACON WOODS - VILLAGE 16-A as recorded in Plat Book 27, Pages 54-56, Public Records of Pasco County, Florida.

GLENWOOD VILLAGE, A CONDOMINIUM as recorded in Plat Book 20, Pages 108-112, Public Records of Pasco County, Florida.

BEACON WOODS FAIRVIEW VILLAGE as recorded in Plat Book 17, Pages 71-72, Public Records of Pasco County, Florida.

BEACON WOODS COACHWOOD VILLAGE as recorded in Plat Book 15, Pages 70-72, Public Records of Pasco County, Florida.

LIVE OAK VILLAGE BEACON WOODS NORTHEAST PARCEL as recorded in Plat Book 26, Pages 50-51, Public Records of Pasco County, Florida.

GOLF MEDITERRANEAN VILLAS as recorded in Plat Book 29, Pages 84-85, of the Public Records of Pasco County, Florida.