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08/02/04 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK  
08/02/04 03:35pm 1 of 9  
OR BK 5968 PG 1002

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Lennar Communities  
North Florida Division  
4902 Eisenhower Blvd., Suite 380 r, P.A.  
Tampa, FL 33634

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**SEVENTH AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS FOR GRAND OAKS**

THIS SEVENTH AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS FOR GRAND OAKS ("**Seventh Amendment**") is made by Lennar Homes, Inc., a Florida corporation ("**Lennar**") and joined in by Grand Oaks Master Association, Inc., a Florida not-for-profit corporation ("**Association**").

RECITALS

A. Lennar recorded the Declaration of Restrictions and Covenants for Grand Oaks in Official Records Book 4460 at Page 467 of the Public Records of Pasco County, Florida (the "**Original Declaration**"), respecting the residential community located in Pasco County, Florida known as Grand Oaks ("**Grand Oaks**").

B. The Original Declaration was subsequently amended by the First Amendment to Declaration of Restrictions and Covenants for Grand Oaks in Official Records Book 4527 at Page 264 of the Public Records of Pasco County, Florida (the "**First Amendment**"), Second Amendment to Declaration of Restrictions and Covenants for Grand Oaks in Official Records Book 4556 at Page 1127 of the Public Records of Pasco County, Florida (the "**Second Amendment**"), Third Amendment to Declaration of Restrictions and Covenants for Grand Oaks in Official Records Book 4717 at Page 1312 of the Public Records of Pasco County, Florida (the "**Third Amendment**"), Fourth Amendment to Declaration of Restrictions and Covenants for Grand Oaks in Official Records Book 4840 at Page 913 of the Public Records of Pasco County, Florida (the "**Fourth Amendment**"), Fifth Amendment to Declaration of Restrictions and Covenants for Grand Oaks in Official Records Book 4944 at Page 211 of the Public Records of Pasco County, Florida (the "**Fifth Amendment**"), and Fifth Amendment to Declaration of Restrictions and Covenants for Grand Oaks in Official Records Book 5598 at Page 1146 of the Public Records of Pasco County, Florida (the "**Sixth Amendment**") (the Sixth Amendment was inadvertently titled "Fifth amendment to Declaration of Restrictions and Covenants for Grand Oaks but is in fact the Sixth Amendment to the Original Declaration), all respecting the residential community located in Pasco County, Florida known as Grand Oaks Master. This Seventh Amendment together with the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Original Declaration shall hereinafter be referred to as the "**Declaration**".

C. Section 5.1 of the Declaration provides that prior to the Turnover Date, additional lands may be made part of Grand Oaks by developer by the recording of an amendment to the Declaration.

D. Section 4.2 of the Declaration permits Lennar, as Developer, to amend the Original Declaration at any time prior to the Turnover Date without the joinder or consent of any other person or entity whatsoever, which date has not yet occurred.

E. Lennar desires to annex the real property legally described on **Exhibit A** attached hereto as part of Grand Oaks.

F. Lennar desires to amend the Declaration as set forth herein.

NOW THEREFORE, Lennar hereby declares that every portion of Grand Oaks is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this Seventh Amendment.

2. **Conflicts.** In the event that there is a conflict between this Seventh Amendment and the Declaration, this Seventh Amendment shall control. Whenever possible, this Seventh Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. **Capitalized Terms.** All initially capitalized terms not defined herein shall have the meaning set forth in the Declaration, except that the defined term "**Declaration**" is hereby modified as follows:

**"Declaration"** shall mean the Original Declaration, the Amendments and this Seventh Amendment, together with all amendments and modifications thereof.

4. **Annexation.** All of the property described in **Exhibit A** attached hereto shall hereinafter comprise a part of Grand Oaks and be annexed into the Declaration as part of the property in **Exhibit 1** to the Original Declaration, and, as such, be subject to the provisions of the Declaration and the jurisdiction of the Association.

5. The following provisions shall be added to Section 10.3.4 of the Declaration:

k. No Owner may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of any subdivision within the

Property, unless prior approval is received from the SWFWMD, Brooksville Regulation Department.

I. Each Owner at the time of construction of a building, residence or structure shall comply with the construction plans for the Surface Water Management System approved and on file with SWFWMD.

6. Section 12.23 of the Declaration is hereby deleted and replaced in its entirety by the following:

12.23. Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home.

12.23.1. Lease Requirements. All leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the following provisions:

12.23.1.1. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to Association if so requested by Association;

12.23.1.2. All Lease Agreements, together with an application signed by both the Owner and tenant, in a form approved by Association, shall be submitted to Association at least seven (7) days prior to commencement of the lease term;

12.23.1.3. The Owner shall pay the lease application fee prescribed by Association. The initial lease application fee shall be twenty five dollars (\$25.00) and may be increased from time to time;

12.23.1.4. The Owner shall conduct a background check on each prospective tenant at such Owner's cost and expense and at the request of Association shall provide such background check to Association;

12.23.1.5. No Lease Agreement may be for a term of less than one (1) year;

12.23.1.6. No Home may be leased more than two (2) times in any calendar year unless otherwise approved by Association in the case of hardship;

12.23.1.7. The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by Association;

12.23.1.8. The Owner shall agree to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by Association; Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be the responsibility of Owner;

12.23.1.9. All Lease Agreements shall require the Home to be used solely as a private single family residence;

12.23.1.10. Each Lease Agreement shall contain a uniform attachment (the "Uniform Lease Exhibit") incorporating provisions that require the tenant(s) to abide by the Declaration and Bylaws, Rules and Regulations of the Association which govern the Home. The Uniform Lease Exhibit shall contain other provisions deemed necessary by the Board of Directors from time to time. Failure to incorporate such Uniform Lease Exhibit into the terms of any lease shall cause such lease to be void; and

12.23.1.11. Each Lease Agreement shall contain the Uniform Lease Exhibit designating the Association's duly authorized officer as the Owner's attorney-in-fact for the purpose of and with the authority to terminate any such Lease Agreement in the event of violations by the tenant of any covenant; provided, however, the Association first shall give the Owner notice of such violations and opportunity to terminate such Lease Agreement within ten (10) days of such notice by the Association.

12.23.2. Maximum Number of Tenant Occupants per Home. Each leased Home shall be occupied by tenants, members of the tenant's family, overnight guests and professional caregivers as a residence and for no other purpose. The maximum number of tenant occupants in any Home, including overnight guests and professional caregivers, shall be as follows:

12.23.2.1. In the event the Home contains two (2) bedrooms, no more than four (4) persons shall be permitted.

12.23.2.2. In the event the Home contains three (3) bedrooms, no more than six (6) persons shall be permitted.

12.23.2.3. In the event the Home contains four (4) bedrooms, no more than eight (8) persons shall be permitted.

12.23.3. Right to Use Common Areas. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.

12.23.4. Security Deposit. Each Owner shall collect from their respective tenant and remit to the Association a security deposit in the amount of Two Hundred and No/100 Dollars (\$200.00), or such other amount as determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Home and/or damage caused to the Common Areas by the tenant, members of the tenant's family, or the tenant's guests and invitees. The Association shall be entitled to apply the deposit to any tenant obligations in connection with the Home, Common Area, or otherwise described in this Declaration; provided, that, the tenant does not undertake obligations after notice from the Association. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner upon termination of the lease term after the Association receives notice of such termination. In the event that the Owner does not comply with this Section, the Association may charge the deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the leasing of a Home to a tenant and the collection of the deposit referred to herein from an Owner shall not reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

12.23.5. Amendment. After the Turnover Date, this Section 12.23 may be amended with the approval of sixty six and two-thirds percent (66-2/3%) of all the votes (in person or by proxy) of the Association at a duly called meeting of the Members.

7. The following Section 12.47 shall be added to the Declaration:

12.47. Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation

for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, trailers, etc. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot and Common Area which are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

8. Section 17.18 of the Declaration is hereby deleted in its entirety and replaced with the following:

17.18. Non-Payment of Assessments. Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Home. All payments on accounts shall be first applied to interest accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees, and then to the delinquent assessment payment first due. The allocation of payment described in the previous sentence shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.



JOINDER

GRAND OAKS MASTER ASSOCIATION, INC.

GRAND OAKS MASTER ASSOCIATION, INC. does hereby join in the Seventh Amendment to Declaration of Restrictions and Covenants for Grand Oaks ("**Seventh Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association acknowledges that this Joinder is for convenience only and is not to the effectiveness of the Seventh Amendment, as Association has no right to approve the Seventh Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 19<sup>th</sup> day of July, 2004.

WITNESSES:

GRAND OAKS MASTER ASSOCIATION, INC., a Florida not for profit corporation

Dawn Bailey  
Print Name: Dawn Bailey

By: Betty D. Valenti  
Name: Betty D. Valenti  
Title: President

Goyani KB  
Print Name: KARTIK GOYANI

{SEAL}

STATE OF FLORIDA )  
COUNTY OF Hillsborough ) SS.:

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of July, 2004 by Betty D. Valenti, as President of GRAND OAKS MASTER ASSOCIATION, INC., a Florida not for profit corporation, who is personally known to me or who produced \_\_\_\_\_ as identification on behalf of the corporation.



Dawn Bailey  
MY COMMISSION # CC978976 EXPIRES  
November 1, 2004  
BONDED THRU TROY FAIN INSURANCE, INC.

My commission expires: 11-1-2004  
NOTARY PUBLIC, State of Florida  
at Large  
Print name: Dawn Bailey

EXHIBIT "1"

LEGAL DESCRIPTION AND DEDICATION

STATE OF FLORIDA }  
 COUNTY OF PASCO } SS:

A TRACT OF LAND LYING WITHIN SECTIONS 14 AND 15, TOWNSHIP 26, SOUTH, RANGE 19 EAST, PASCO COUNTY, FLORIDA AND A REPLAT OF A PORTION OF TRACT "P" OF GRAND OAKS PHASE 1, AS RECORDED IN PLAT BOOK 26, PAGES 137 THROUGH 150 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SOUTHWEST CORNER OF LOT6, BLOCK 7 OF GRAND OAKS PHASE 2, UNITS 1 AND 2, AS RECORDED IN PLAT BOOK 40, PAGES 1 THROUGH 6 OF THE PUBLIC RECORD OF PASCO COUNTY, FLORIDA, THENCE ALONG THE SOUTHERLY LINE OF THE SAID PLAT THE FOLLOWING FIVE (5) COURSES 1) 256.84 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE SOUTH, HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 39°15'29", A CHORD BEARING AND DISTANCE OF N87°02'54"E, 251.95 FEET; 2) THENCE S73°10'50"E, A DISTANCE OF 286.08 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; 3) THENCE 86.47 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE NORTH, HAVING A RADIUS OF 305.00 FEET, A CENTRAL ANGLE OF 16°14'37" AND A CHORD BEARING AND DISTANCE OF S81°20'19"E, 86.18 FEET; 4) THENCE S00°19'19"E, A DISTANCE OF 85.00 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; 5) THENCE 97.90 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE NORTH, HAVING A RADIUS OF 390.00 FEET, A CENTRAL ANGLE OF 14°22'57" AND A CHORD BEARING AND DISTANCE OF N83°12'13"E, 97.64 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF GRAND OAKS PHASE 1 AS RECORDED IN PLAT BOOK 26, PAGES 137 THROUGH 150 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE SOUTHWESTERLY LINE OF THE SAID PLAT THE FOLLOWING THREE (3) COURSES, 1) 33.01 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 75°39'43" AND A CHORD BEARING AND DISTANCE OF S66°08'44"E, 30.67 FEET; 2) THENCE S28°14'17"E, A DISTANCE OF 103.18 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; 3) THENCE 314.07 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE NORTHEAST, HAVING A RADIUS OF 492.00 FEET, A CENTRAL ANGLE OF 36°34'29" AND A CHORD BEARING AND DISTANCE OF S46°32'07"E, 308.76 FEET; TO A POINT ON THE EASTERLY BOUNDARY OF THE LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 4299, PAGE 608 OF PASCO COUNTY, FLORIDA; THENCE ALONG THE EASTERLY SAID BOUNDARY LINE THE FOLLOWING FIVE (5) COURSES 1) N00°40'21"E, A DISTANCE OF 5.55 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; 2) THENCE 20.84 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE NORTHEAST, HAVING A RADIUS OF 486.98 FEET, A CENTRAL ANGLE OF 02°27'06" AND A CHORD BEARING AND DISTANCE OF S85°40'05"E, 20.84 FEET; 3) THENCE S67°07'56"E, A DISTANCE OF 115.87 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; 4) THENCE 42.00 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 96°15'00" AND A CHORD BEARING AND DISTANCE OF S64°42'05"W, 37.23 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; 5) THENCE 139.16 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE EAST, HAVING A RADIUS OF 575.60 FEET, A CENTRAL ANGLE OF 13°51'07" AND A CHORD BEARING AND DISTANCE OF S09°39'55"W, 138.82 FEET TO THE POINT OF INTERSECTION WITH A NON TANGENT CURVE; TO THE MOST NORTHEASTERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 4299, PAGE 608 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE SAID NORTHEASTERLY LINE THE FOLLOWING THREE (3) COURSES 1) THENCE 23.50 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE EAST, HAVING A RADIUS OF 575.00 FEET, A CENTRAL ANGLE OF 02°20'31" AND A CHORD BEARING AND 86.98 FEET; 2) THENCE S01°33'26"W, 23.50 FEET; 3) THENCE S00°23'12"W, A DISTANCE OF 19.80 FEET POINT ALSO BEING A POINT OF REVERSE CURVATURE; 4) THENCE 217.09 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE WEST, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 38°16'21" AND A CHORD BEARING AND DISTANCE OF S19°25'57"W, 213.08 FEET; TO A POINT ON THE NORTHWESTERLY BOUNDARY OF EDGEWATER AT GRAND OAKS PHASE 2 AS RECORDED IN PLAT BOOK 48, PAGES 1-5 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE NORTHWESTERLY SAID LINE THE FOLLOWING FOUR (4) COURSES; 1) THENCE N00°23'13"E, A DISTANCE OF 98.83 FEET 2) S54°48'26"W, A DISTANCE OF 595.55 FEET; 3) THENCE S88°30'55"W, A DISTANCE OF 378.21 FEET; 4) THENCE S54°23'48"W, A DISTANCE OF 280.84 FEET; TO A POINT ON THE WESTERLY BOUNDARY OF EDGEWATER AT GRAND OAKS PHASE 1 AS RECORDED IN PLAT BOOK 44, PAGES 116 THROUGH 121 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE WESTERLY SAID LINE THE FOLLOWING SIX (6) COURSES 1) 57°25'42"W, A DISTANCE OF 523.15 FEET 2) S04°35'02"E, A DISTANCE OF 371.50 FEET; 3) THENCE S50°03'13"E, A DISTANCE OF 351.87 FEET; 4) THENCE S48°55'59"W, A DISTANCE OF 487.38 FEET; 5) THENCE S29°08'35"E, A DISTANCE OF 211.47 FEET; 6) THENCE S60°48'14"W, A DISTANCE OF 666.79 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THE OAKS PHASE 1 AS RECORDED IN PLAT BOOK 19, PAGES 94 THROUGH 97 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N29°11'17"W, A DISTANCE OF 669.09 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THE OAKS PHASE 2 AS RECORDED IN PLAT BOOK 24, PAGES 68 THROUGH 74 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N06°02'21"W, A DISTANCE OF 1,359.42 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF GRAND OAKS PHASE 2, UNIT 9 AS RECORDED IN PLAT BOOK 42, PAGES 119 THROUGH 123 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY SAID LINE N69°54'07"E, A DISTANCE OF 918.43 FEET; THENCE N47°57'04"E, A DISTANCE OF 988.86 FEET; THENCE N22°29'05"W, A DISTANCE OF 139.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 78.502 ACRES, MORE OR LESS.