

Prepared by and Return to:
Greenberg Nikoloff, P.A.
1964 Bayshore Blvd. Ste. A
Dunedin, FL 34698

**CERTIFICATE AS TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
TARPON WOODS SECOND ADDITION**


NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on January 29, 2024, called for the purpose of voting on the proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Tarpon Woods Second Addition., the original Declaration of Covenants, Conditions, Restrictions and Easements being recorded in O.R. Book 4992, Page 2045 et seq., and revitalized by that certain Notice of Revitalization of Restrictions for Tarpon Woods Second Addition, recorded at O.R. Book 22593, Page 1402 et seq., all of the Public Records of Pinellas County, Florida, was duly adopted by seventy-five percent (75%) of the Voting Members of the Association. The Declaration is amended and restated in its entirety to read as reflected on the attached Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements Tarpon Woods Second Addition which is incorporated in its entirety herein by this reference. It is noted that the attached Exhibit "A" does not show underlining of newly added language or strikethroughs of stricken language; however, the Second Amended and Restated Declaration was presented to the membership for a vote with underlining and strikethroughs to show all proposed changes and is merely being recorded without such underlining and strikethroughs to present a clean and easy to read document.

IN WITNESS WHEREOF, The Meadows of Tarpon Woods Homeowners Association, Inc. has caused this Certificate to be executed in accordance with the authority hereinabove expressed this 29th day of January, 2024.

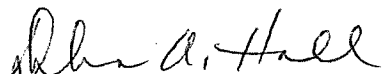
THE MEADOWS OF TARPON WOODS
HOMEOWNERS ASSOCIATION, INC.

(Corporate Seal)

ATTEST:



KAREN WHITE, Secretary
Printed Name

By: 

Debra A. Hall, President
Printed Name

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29th day of January, 2024, by Debra Hall, as President and Karen White, as Secretary, of THE MEADOWS OF TARPON WOODS HOMEOWNERS ASSOCIATION, INC., and are personally known to me or have produced _____ as identification.



COLLEEN GROTH
Commission # GG 982663
Expires July 22, 2024
Bonded Thru Budget Notary Services



NOTARY PUBLIC

AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS &
EASEMENTS
FOR
TARPON WOODS SECOND ADDITION

Concerning Lots 1 through 80 inclusive, of Tarpon Woods Second Addition Replat (a subdivision of Pinellas County, Florida) as recorded October 31, 1979 in Plat Book 81, Pages 2 and 3 of the Public Records of Pinellas County, Florida.

Made this 29th day of January, 2024, by a vote of at least 75% of the total membership of the Meadows of Tarpon Woods Homeowners Association, Inc., a Florida Corporation,

NOW, THEREFORE, THE MEADOWS OF TARPON WOODS HOMEOWNERS ASSOCIATION, INC., declares that the real property described above and part thereof shall be held and conveyed only subject to the covenants, conditions, restrictions and easements set forth in this Declaration. The matters contained herein shall constitute covenants running with the land and shall bind all parties claiming any right, title or interest in or to any part of the subdivision.

ARTICLE I
DEFINITIONS

The following words, for purposes of this Declaration, shall have the indicated meanings:

A. "Association" means the corporate entity responsible for ownership and maintenance of the common areas and facilities and other areas as indicated in this Declaration.

B. "Common Expense" means all expenses and assessments properly incurred by the Association for the common areas and facilities and other proper activities of the Association. These expenses include:

1. Expenses of administration and the expenses of maintenance, management, operation, repair or replacement incurred by the Association in carrying out its duties to the membership.

2. Expenses declared as common expenses by this Declaration or the Board of Directors of the Association pursuant to its By-Laws.

3. Any valid charge against the Association or property owned by it.

C. "Lot" shall mean any residential Lot as shown on the recorded subdivision map.

D. "Owner" shall mean the record owner of fee simple title to any Lot which is a part of the subdivision, and which is also included in this Declaration.

E. "Utilities" shall mean electricity, gas, water, garbage, sewer, cable, broadband, and internet.

F. "Subdivision" means Lots 1-80 of The Meadows of Tarpon Woods being Tarpon Woods Second Addition Replat and that property designated as the "Future Developer Parcel" as shown on Tarpon Woods Second Addition, Replat, recorded in Plat Book 81, Pages 2 and 3 also known as Lots 38, 39, 40

and 41 of Tarpon Woods Second Addition as recorded in Plat Book 77, Pages 68 and 69, less and except that portion of Lot 38 platted as Tarpon Woods Second Addition, Replat as recorded in Plat Book 81, Pages 2 and 3 of the Public Records of Pinellas County, Florida.

G. "Act" or "Statute" shall mean and refer to Chapter 720, Florida Statutes, as amended from time to time.

ARTICLE II MEMBERSHIP IN THE ASSOCIATION AND VOTING RIGHTS

Every person or entity who is a record owner of the fee simple interest in any Lot within the subdivision, and which is subject to this Declaration, shall be a member of the Association. Membership in the Association is appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Voting rights are as set forth in the By-Laws of the Association. Copies of the Association's Articles of Incorporation and By-Laws are attached as Exhibits to the Notice of Revitalization recorded at O.R. Book 22593, Page 1402 et seq., of the public records of Pinellas County, Florida.

ARTICLE III DEVELOPMENT PLAN

A. GENERAL. The subdivision Was developed as Lots 1 through 80 as set forth in Plat Book 81, Pages 2 and 3 of the Public Records of Pinellas County, Florida.

B. RECREATION FACILITIES. The Association is the owner of all recreational area and common area as defined in this Declaration and indicated on the Plat.

C. OWNERSHIP OF COMMON FACILITIES AND RECREATIONAL AREAS. The corporate association, upon acceptance of the deed to any common facility or recreational areas, shall be the sole owner of the property described therein. The Association shall not, except upon approval of all Lot owners, convey any portion of the common areas or facilities, but shall hold title to the same in trust for the benefit of all Lot owners forever.

D. EXPENSES RELATED TO THE COMMON FACILITIES AND RECREATIONAL AREAS. All costs, including maintenance, repair, upkeep, insurance and taxes related to the common facilities and recreational areas are declared to be common expenses and shall be apportioned equally among Lot owners.

ARTICLE IV EASEMENTS

A. EASEMENTS GRANTED BY THE DEVELOPER. An easement for ingress and egress over the streets, walks, paths, driveways, and other rights-of-way serving the subdivision are granted to the Association its members and their heirs, successors and assigns, as may be necessary for reasonable access to the public ways.

ARTICLE V MAINTENANCE AND CAPITAL IMPROVEMENT ASSESSMENTS

A. OBLIGATION AND LIEN FOR ASSESSMENTS. Each owner of any Lot within this subdivision, by acceptance of a deed therefore, and whether or not it shall be so expressed in such deed,

covenants and agrees to pay to the Association such annual assessments or charges the Association may from time to time levy, and such special assessments for capital improvements as may, from time to time, be established by the Association. The annual and special assessments, together with interest, costs and reasonable attorneys fees, shall be a charge upon the land and shall be a continuing lien upon the Lot against which such assessment is made and shall be subject to foreclosure pursuant to the Act is remaining unpaid. Each such assessment, together with interest, costs and reasonable attorneys fees shall also be the personal obligation of the person who was the owner of such Lot at the time the assessment became due. Any institutional mortgagee holding a first mortgage of record, any purchaser who obtains title to a Lot through foreclosure of a first mortgage and sale of the Lot, or any institutional first mortgage who receives title by deed in lieu of foreclosure, shall not be liable for assessments against the Lot which became due prior to acquisition of title. The unpaid share of common expenses or assessments shall be deemed a common expense of the Association and shall be collectible from all owners of all Lots within the subdivision.

B. PURPOSE OF ANNUAL ASSESSMENTS. The annual assessments shall be used exclusively to promote the health, safety, welfare and recreation of the residents of the subdivision, and for the improvement and maintenance of the subdivision.

C. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENT. The Association may, through its Board of Directors, levy any special assessment for capital improvement as it deems is in the best interests of the owners of the subdivision. Capital improvements shall be defined to mean any additions to the property that are a substantial change in use or addition of a structure or facility that did not previously exist. It shall not include maintenance of any existing structure, facility, or other portion of the Common Area. Notice of a meeting where a special assessment is to be considered shall be noticed in accordance with the Act. The notice shall contain:

1. An Explanation of the purpose of the special assessment.
2. The amount of the total assessment and the proportionate amount of the total which will be the obligation of the Lot.
3. An estimate of the additional expense which will be incurred by the Association for maintenance of the proposed improvement on an annual basis, showing both the total annual maintenance cost and the portion of that total for which the Lot will be obligated.

D. RATE OF ASSESSMENT. Annual and special assessments established by the Association shall be charged to each Lot owner in equal amounts. Annually, and within 45 days of the close of the Association's fiscal year, the Association shall determine the next year's budget and assessments. Each Lot owner shall be provided a copy of the next year's budget, which shall include the amount of each Lot's quarterly and annual assessment.

E. SUBORDINATION OF LIEN. The lien for assessments provided herein is subordinate to the lien of any institutional first mortgage; any mortgage owned or insured by the Federal Housing Administration (FHA); and any mortgage owned by the Veterans Administration (VA). Where the mortgagee of a first mortgage of record, or the purchaser or purchasers of a Lot obtains title to the Lot as a result of foreclosure of the first mortgage, or by voluntary conveyance in lieu of foreclosure, said mortgagee or purchaser shall be liable for the share of the common expenses and assessments by the Association pertaining to such Lot or chargeable to the former owner of such Lot which became due prior to acquisition of title by said mortgagee or purchaser as a result of the foreclosure, or deed in lieu of foreclosure, as provided in Florida Statutes Section 720.3085, as same may be amended from time to time.

F. LATE FEES. Should any assessment remain unpaid more than fifteen (15) days after the date on which such assessment became due, the Association shall be entitled to impose a late fee of \$25 or 5% of the late assessment.

ARTICLE VI
MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

The responsibility for maintenance of the subdivision property, the Lots, and improvements therein, and restrictions upon the alteration and improvement thereof, is as follows:

- A. By the Association. The Association shall, at the Association's expense:
1. Contract for routine maintenance of all lawns and shrubbery, including those on individually owned lands to include mowing, fertilization, and weed and insect control.
 2. The Association may permit owners to contract for painting and/or other exterior additions or alterations upon written application to and approval by the Association.
 3. Maintain, repair and replace the recreational and other common areas and improvements thereto.
 4. Contract for cable television and internet/broadband services.
 5. Cable TV and broadband equipment shall be maintained by the service provider.
 6. Contract for trash and waste removal services.
 7. Contract for community pool service and maintenance.
 8. Maintain the pond to the extent of its primary purpose as a drainage easement. The Association shall limit its annual expenditure to an amount to be determined by the Association as being properly and equitably assessable to all the Lot owners in the subdivision.
- B. By the Lot owner. The Lot owner shall:
1. Maintain, repair and replace, at his/her expense, all portions of his/her Lot, which includes the exterior of the residence. Repair or replacement of shrubs, trees, lawns and sprinkler systems is the responsibility of the Lot owner. In order to maintain the highest aesthetic quality of the Community and to facilitate lawn maintenance provided by the Association, lawn replacement shall be with St. Augustine type grass. Should the Lot owner fail to repair or replace damaged lawns, shrubs or trees, the Association has the right, but not the obligation to, arrange for such repair, replacement or removal as it deems appropriate and assess the Lot owner for all charges. The Lot owner shall comply within 60 days from the date of notice by the Association.
 2. Not paint or otherwise decorate or change the appearance of any portion of the exterior of the residential building without the prior written approval of the Board of Directors of the Association with the exception that Lot owners shall be permitted to decorate their residential building during the holiday season at appropriate times. Any owner desiring to paint the exterior of the residential building shall adhere to the Association's approved color palette, as amended from time to time.

3. Promptly report to the Association any defect or need for repairs, the responsibility for which is that of the Association.

4. Not construct any structure in the pond or upon his property without the prior written approval of the Association, and not plant or remove any bush, shrub, tree or other vegetation that will substantially change the original landscaping without prior written approval of the Association.

C. Alterations and Improvements. Except as reserved to the Developer, neither a Lot owner, nor the Association shall alter any portion of a building, including lawns and shrubbery, which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of the residential building or impair any easement without first obtaining approval in writing from owners of all Lots on which such work is to be done and the approval of the Board of Directors of the Association.

ARTICLE VII INSURANCE

A. COMMON AREAS OWNED BY THE ASSOCIATION.

1. Authority to Purchase. All insurance policies upon the common areas shall be purchased by the Association, and the named insured shall be the Association.

2. Coverage. All buildings and improvements, including swimming pool and the like within the subdivision, except those portions which are to be owned in fee simple by the individual Lot owners, shall be insured in such amounts as are determined annually by the Board of Directors of the Association. Coverage shall afford protection against loss or damage by fire and other hazards covered by a standard coverage endorsement and such other risks as from time to time shall be customarily covered with respect to the improvements on the land, including but not limited to, vandalism and malicious mischief. The Association shall also purchase:

a. Public Liability Insurance in such amounts and with such coverage as shall be determined by the Board of Directors of the Association.

b. Workmen's Compensation as may be required to meet the requirements of law.

c. Such other insurance as the Board of Directors of the Association shall deem appropriate.

B. LOT OWNERS' PROPERTY.

Lot Owners may be required by the Board of Directors of the Association to carry fire and casualty insurance upon the improvements of their property in an amount sufficient to meet the re-building requirements of this Declaration or furnish proof of self-insurance compacity in a manner acceptable to the Board.

ARTICLE VIII
RECONSTRUCTION OR REPAIR AFTER CASUALTY

A. COMMON AREAS.

1. In the event the damaged improvement is on a common area, the damaged improvement shall be reconstructed or repaired.

B. ESTIMATES OF COSTS. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain estimates of the costs to rebuild or repair.

C. ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the costs therefore are insufficient, assessments shall be made equally against all Lot owners in sufficient amounts to pay the costs of repair or reconstruction.

D. LOT OWNERS PROPERTY. If any part of the Lot owner's property be damaged by casualty, the Lot owner shall be required to reconstruct the property to the extent possible, in the manner in which it existed prior to the casualty, with reconstruction plans subject to the prior approval of the Board of Directors of the Association. Should the Lot owner fail to present plans for reconstruction and repair to the Board of Directors for approval within 60 days of the casualty, and commence reconstruction or repair within 30 days after the Board has approved the plan, the Board may authorize reconstruction and the costs therefore shall become a lien against the Lot owners property, which shall be enforced as an assessment lien.

ARTICLE IX
USE RESTRICTIONS

The subdivision shall be occupied by its Lot owners and used only as follows:

A. Each Lot shall be used as a residence by its Lot owners for single family and for no other purpose. Leasing, rental, and occupancy of Lots in the absence of the owner of Lots is prohibited except as provided for in this Paragraph. The foregoing shall not be deemed to prohibit occupancy of a Lot by the mother, father, sister, brother, or child of the Lot owner in the absence of the Lot owner. Any occupancy of a Lot by a person providing consideration directly or indirectly to the owner of that Lot while the owner of the Lot resides elsewhere shall be deemed a lease or rental of that Lot.

B. No business of any kind shall be conducted in any residence. Such business shall not include owners working remotely at home or conducting other business at the dwelling that does not include visitation to the dwelling by patrons.

C. No obnoxious, illegal, or offensive activity shall be carried on, in or about any property.

D. No sign of any kind shall be displayed to public view on a Lot, residence or in the recreation area without the prior written consent of the Association, except customary name and address signs.

E. Nothing shall be done or kept on a Lot or on the recreation areas which would increase the rate of insurance relating thereto without the prior written consent of the Association, and no owner shall permit anything to be done or kept on his Lot or on the recreation areas, which would result in the cancellation of insurance on any residence or on any part of the recreation areas, or which would be in violation of any law.

F. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot or on the recreation areas. Dogs, cats and other household pets may be kept on Lots and units, subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred or maintained for commercial purposes. Should any dog, cat, or other household pet be deemed dangerous by its actions, the Association may demand its removal at the sole discretion of the Board of Directors. All pets must be on a leash when off the Lots and waste disposed of properly.

G. No rubbish, trash, garbage or other waste material shall be kept or permitted on any Lot or on any common area except in sanitary containers located in appropriate areas as may be defined by the Association. Trash containers are not to be placed at the curb until the evening before pick-up and should be retrieved from the curb and stored properly before sunset of the day of pick-up. Storing of trash containers should not be visible from the street and should have tight covers to avoid animals.

H. Prior to the start of any construction, installation, implementation, or erection of any exterior modification or any residence on any Lot, and before application is made to the authorities for the building permit(s), the plans and specifications for such work must be submitted to, reviewed and approved in writing by the Board of Directors of The Meadows of Tarpon Woods Homeowners Association, Inc. The Board of Directors shall have thirty (30) days to review the plans and specifications. If the Board of Directors shall fail to reject an application within thirty (30) days of receipt of a complete set of plans, said application shall be deemed accepted. No residence shall be approved by the Board of Directors unless the total width of the proposed garage door(s) is 16 feet or larger and each approved residence shall include a concrete driveway of not less than 16 feet in width. The Board of Directors may publish from time to time such other and further guidelines for construction, installation, implementation or erection of any exterior modification as may be necessary to protect the values of the properties within the subdivision, and which are consistent with the theme, quality, style, aesthetics of the subdivision as a whole and as to any specific Lot in relation to its size, location and adjacent construction. Any subsequent change from the original approved plans that would alter the size or outward appearance of the residence or other exterior modification must also be approved in writing by the Board of Directors before the changes are initiated. Exterior modifications shall include landscaping, foliage, and other botanical modifications.

No outbuilding, basement, tent, shack, garage, shed, trailer or temporary building of any kind shall be used as a residence either temporarily or permanently. No garage shall be altered or reconstructed to the extent that would render it unsuitable for the garaging vehicle. All residences shall have a garage and no garage shall be altered or reconstructed to the extent that it would render it unsuitable for garaging vehicles.

I. No boats, trailers, recreational vehicles, pickup trucks, or commercial vehicles shall be parked or stored on the property, except temporary parking for no more than four (4) hours.

- a. "Pickup truck" shall mean any truck, not including vehicles that are classified as sport utility vehicles, that are of a ¾ ton capacity or less with an open or covered bed.

- b. "Commercial vehicle" shall mean any truck, motor home, bus or van with greater than $\frac{3}{4}$ ton capacity regardless of whether there are any commercial markings. Any other vehicle with any type of commercial signage, markings, or advertising for a business of any kind shall not be permitted. Any vehicles which has visible commercial materials, tools, ladders, or other commercial items are also prohibited.
- c. No vehicles with roof or ladder racks, dually or oversized tires, extended suspensions are permitted.
- d. A homeowner may have one of the above prohibited vehicles only if it is parked and contained wholly in an enclosed, attached garage and not visible from the exterior of the dwelling.
- e. No vehicle may be parked on any Lot such that it is protruding onto the sidewalk or street.
- f. Any truck permitted to be parked outside of the garage must be back-in parked with the nose of the vehicle facing the street end of the driveway.

J. There shall be no fishing or feeding of alligators, birds, turtles, or any other wild animals. This provision shall not disallow the use of bird feeders on a Lot, and same is expressly permitted.

K. Children under the age of 14 must be accompanied at the community pool. No glass cups, bottles, or any other glass containers are permitted at the community pool.

L. Nothing shall be altered in, constructed on, or removed from the recreational areas or other common areas, except upon the written consent of the Association.

M. Whole home and portable generator must be installed and/or used in such a manner that the noise does not become a nuisance to other Lots. Non-portable propane tanks must be buried in ground.

N. No basketball hoops or other play equipment may be stored in the front yard on the driveway, or on any portion of the lot in front of the dwelling, except that a portable basketball hoop may be stored on the portion of the driveway that abuts the dwelling.

O. There shall be no patio-style umbrellas permitted in the front of the dwelling except at parcels in which a front patio or porch was part of the dwelling's original construction.

P. Fences shall not be permitted except for a small partition fence to mask air conditioning or pool equipment.

Q. There shall be no political signs, flags, or other paraphernalia in the front yard or visible from the street.

R. Hoses shall not be stored so as to be visible in front of the dwelling.

S. Wells for irrigation purposes only may be permitted, but must be approved by the Association prior to digging and installation. Owners will be solely responsible for any damage or discoloration to any neighboring properties resulting from the irrigation system. Association shall not be responsible to any owners(s) for any such damages, monetary or otherwise, and all owners agrees to indemnify and hold harmless the Association from any such claims.

T. In the event any Owner wishes to sell his Lot, the Association shall have the right of prior approval. The purpose of this right is to provide the Association with the ability to review any prospective owner to ensure that such owner would not constitute a danger or threat to the community or be materially incompatible with said community so as to constitute a detriment to the well-being or property values of the other owners. Any attempt to sell said Lot without prior approval of the Association shall be deemed a breach of this Declaration, shall be wholly null and void, and shall confer no title or interest whatsoever upon any purchaser, provided, however, any deed may be validated by subsequent approval of the Association in the event of a sale without prior approval herein provided.

In order to obtain such approval from the Association, at least 30 days prior to the closing date of the sale, an application as promulgated by the Association from time to time shall be submitted to the Association, along with an application fee to be determined by the Association not to exceed the statutory maximum. As part of the application process, prospective purchasers or occupants shall be subject to a background check, the cost of which shall be offset by all or part of the application fee. The Association shall transmit its approval or denial within 30 days of receipt of the application. Failure of the Association to approve or deny the application within 30 days of receipt shall constitute approval of the application.

ARTICLE X PARTY WALLS

A. GENERAL RULES OF LAW TO APPLY. Each wall built as a part of the original construction of the homes within the subdivision and placed so as to provide the dividing line between the residences in each residential structure, shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to the negligence or willful acts or admissions shall apply.

B. SHARING OF REPAIR AND MAINTENANCE. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

C. DESTRUCTION BY FIRE OR OTHER CASUALTY. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it. If any other owner thereafter makes use of the wall, that owner shall contribute to the costs of restoration in proportion to its use. This right of contribution shall be without prejudice to any right to call for a larger contribution under any rule of law regarding liability for negligent or willful acts or omissions.

D. WEATHERPROOFING. Notwithstanding any other provisions in this Article, an owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the cost of furnishing the necessary protection against such elements.

E. RIGHT TO CONTRIBUTION TO RUN WITH THE LAND. The right of any owner to contribution from any other owner under this Article, shall run with the land and shall pass to the owner's successors in title.

ARTICLE XI ENFORCEMENT

A. The Association or any owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges, now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant

or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such enforcement action shall be entitled to recovery of its attorney's fees and costs from the non-prevailing party, including pre-suit attorney's fees and costs. In addition to the above proceedings, and without need of availing itself of the above proceedings, in the event of a violation of the deed restrictions, the Association may levy a fine of up to \$100.00 per day, per violation up to \$1,000.00, or such maximum amount as is permissible by law. Such fines shall be assessed as a special assessment against the Lot and shall constitute a lien upon the Lot, and may be foreclosed by the Association in the same manner as any other lien.

B. SEVERABILITY. The invalidity of any of these covenants or restrictions shall not in any way affect any other provisions which shall remain in force and effect.

C. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land for a term of 20 years from the date this Declaration is recorded, after which time they shall automatically extend for successive periods of 10 years, unless terminated earlier upon the vote of 75% of the owners. This Declaration may be amended upon the affirmative vote of the Owners of two-thirds (2/3) or more of the Lots.

END OF RESTATED DECLARATION