This instrument prepared by and return to:

Scott E. Gordon, Esq.
Jonathan P. Whitney, Esq.
Lutz, Bobo & Telfair, P.A.
One Sarasota Tower
Two North Tamiami Trail
Suite 500
Sarasota, FL 34236

# NOTICE OF RECORDING REVIVED COVENANTS AND RESTRICTIONS FOR COLONY HILLS COMMUNITY, COLONY HILLS COMMUNITY PHASE ONE, AND COLONY HILLS COMMUNITY PHASE TWO

Colony Hills Community Association, Inc. (the "Association") hereby gives its Notice of recording its revived Covenants and Restrictions for Colony Hills Community, Colony Hills Community Phase One, and Colony Hills Community Phase Two on this 4th day of May 2018, and in connection therewith, states:

WHEREAS, the Association's predecessor-in-interest, Colony Hills Community, Inc. ("Developer"), recorded the Plat of Colony Hills Community in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida; and

WHEREAS, on April 18, 1983, Developer recorded the Covenants and Restrictions in Official Records Book 1247, Pages 00884-000891 of the Public Records of Pasco County, Florida; and

WHEREAS, Developer recorded the Plat of Colony Hills Community Phase One in Plat Book 21, Pages 137-138 of the of the Public Records of Pasco County, Florida; and

WHEREAS, Developer recorded the Plat of Colony Hills Community Phase Two in Plat Book 24, Pages 75-76 of the Of the Public Records of Pasco County, Florida; and

WHEREAS, the Colony Hills Community, Colony Hills Community Phase One, and Colony Hills Community Phase Two shall hereinafter be collectively referred to as the "Community"; and

WHEREAS, on March 11, 1986, Developer recorded the Amendment for Annexation to Declaration of Covenants and Restrictions Regarding Colony Hills Community Phase One and Phase Two in Official Records Book 1486, Pages 1404-1408 of the Public Records of Pasco County, Florida, subjecting Phases One and Two to the Colony Hills Community Covenants and Restrictions; and

WHEREAS, on August 11, 1987, the Association recorded the Covenants and Restrictions recorded in Official Records Book 1632, Pages 01563-01570 of the Public Records of Pasco County, Florida; and

WHEREAS, on May 22, 1989, the Association recorded the Amendment to Covenants and Restrictions in Official Records Book 1809, Pages 0794-0795, of the Public Records of Pasco County, Florida, amending the Covenants and Restrictions to age restrict the Community; and

WHEREAS, on February 19, 1992, the Association recorded its Bylaws in Official Records Book 2095, Pages 0173-0188, of the Public Records of Pasco County, Florida; and

WHEREAS, on February 19, 1992, the Association recorded its Articles of Incorporation in Official Records Book 2095, Pages 0189-0193, of the Public Records of Pasco County, Florida; and

WHEREAS, on February 19, 1992, the Association recorded the Covenants and Restrictions in Official Records Book 2095, Pages 0194-0201, of the Public Records of Pasco County, Florida; and

WHEREAS, on December 19, 2008, the Association recorded the Association's Certificate of Amendment to Covenants and Restrictions in Official Records Book 7986, Pages 1014-1016; and

WHEREAS, on April 2, 2009, Association recorded the Association's Certificate of Recordation of Articles of Incorporation and Bylaws in Official Records Book 8053, Pages 1851-1879; and

WHEREAS, the Association wishes to ensure the continued application of the Covenants and Restrictions, as amended from time to time, to the Community and the governing documents to the Association;

WHEREAS, the Association appointed the following persons as the Organizing Committee for revitalizing the Covenants and Restrictions:

| Patricia A. Lang<br>3829 William Hume Dr. | Beth Featherly<br>35017 McCullough's Leap | Diane Schavillie<br>35014 Wagner Way |
|---|---|--------------------------------------|
| Zephyrhills, FL 33541                     | Zephyrhills, FL 33541                     | Zephyrhills, FL 33541                |
| 813-779-3234                              | 813-398-2725                              | 813-702-4118                         |

WHEREAS, a majority of the parcel owners have affirmatively agreed in writing or have affirmatively approved the revived Covenants and Restrictions, as amended from time to time, and the governing documents of the Association by a vote at a meeting of the affected parcel owners noticed and conducted in the manner prescribed by Fla. Stat. §720.306.

NOW THEREFORE, the Association resolves as follows:

- 1. That the foregoing recitals are true and correct and incorporated as if fully set forth herein.
- 2. That the Association hereby records its revived Covenants and Restrictions, which is attached hereto as **Exhibit A** and incorporated herein by reference.
- 3. That the Association hereby records its Articles of Incorporation, which are attached hereto as **Exhibit B** and incorporated herein by reference.
- 4. That the Association hereby records its Bylaws, which are attached hereto as **Exhibit C** and incorporated herein by reference.
- 5. That the Association hereby records the approval letter of the Department of Economic Opportunity, which is attached hereto as **Exhibit D** and incorporated herein by reference.
- 6. That the Association hereby records a graphical depiction of Colony Hills Community, Colony Hills Community Phase One, and Colony Hills Community Phase Two, which is the property to be governed by the revived Covenants and Restrictions, and which is attached hereto as **Exhibit E** and incorporated herein by reference.
- 7. The legal description of the affected parcels is described in **Exhibit F** attached hereto and incorporated herein by reference.
- 8. For purposes of indexing, the names of the grantors are set forth in **Exhibit G** attached hereto and incorporated herein by reference. The name of the grantee is Colony Hills Community Association, Inc.

IN WITNESS WHEREOF, this Notice of Recording Revived Covenants and Restrictions for Colony Hills Community, Colony Hills Community Phase One, and Colony Hills Community Phase Two is executed as of the date first set forth above.

COLONY HILLS COMMUNITY ASSOCIATION, INC.

WITMESSES:

Witness #1 De borah J. Blown

Witness #2

Janice 6. Blake

Patricia A. Lang, Pres.

Bv:

Elizabeth Featherly, Sec.

# STATE OF FLORIDA COUNTY OF PASCO

THIS instrument was acknowledged before me, the undersigned authority, on May 4.

2018, by Patricia A. Lang, who is personally known to me or produced as identification. and Elizabeth Featherly, who is personally known to me or produced as identification.

Notary Public

STATE OF FLORIDA COUNTY OF PASCO

THIS instrument was acknowledged before me, the undersigned authority, on May 4. 2018, by Elizabeth Featherly, who is personally known to me or produced as identification.

Notary Public

SHELLY BRANTMAN

Notary Public - State of Florida

My Comm. Exp.: June 13, 2021

Commission # GG 98757

Bonded Through National Notary Assn.

SHELLY BRANTMAN
Notary Public - State of Florida
My Comm. Exp.: June 13, 2021
Commission # GG 98757
Bonded Through National Notary Assn.

## EXHIBIT A

# COLONY HILLS COMMUNITY ASSOCIATION, INC. 35144 Wagner Way Zephyrhills, Florida 33541

#### COVENANTS AND RESTRICTIONS

| 1 | Land & Parties Bound |
|---|----------------------|
|   | Land & Parties Bound |

- 2. Single Family Residential
- 3. Size of Lots or Parcels
- 4. Subdividing Lots and Parcels (a thru e)
- 5. Lot Grading
- 6. Set Back Requirements
- 7. Type of Dwelling (See Amendment to 7-c of 2009)
- 8. Senior Park (See Amendment of 1995, also Amendment of 2009)
- 9. Temporary Structures
- 10. Walls, Hedges and Fences
- 11. Water, Sewer, Sanitary Facilities
- 12. Unsightly Object Visible Storage (See Amendment of 2009)
- 13. Animals (See Amendment of 2009)
- 14. Signs (See Amendment of 2009)
- 15. No Trade or Business
- 16. Nuisance
- 17. Antenna (Deleted in 2009)
- 18. Easements
- 19. Under Ground Utilities
- 20. Owners Association
  - 19.1 Amendment adopted November 2008
- 21. Amendments
- 22. Deeds and Contracts to Include Reference
- 23. Remedies for Violations
- 24. Term of Restrictions
- 25. Invalidation
- 26. Right of Association to Grant Variances

WHEREAS Colony Hills Community Association, Inc. (the "Association") is a Florida not-for-profit corporation tasked with governing the Colony Hills Community, Colony Hills Community Phase One, and Colony Hills Community Phase Two (collectively, the "Subdivision"), which is legally described as

Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida; Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida; and Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida;

AND WHEREAS, the Association is desirous of placing certain covenants and restrictions upon the use of said property and all lots and parcels contained therein for the mutual benefit and protection of the Subdivision and all subsequent purchasers of lots and parcels contained in the Subdivision, their heirs, successors, representatives and assigns.

NOT THEREFORE, for good and valuable consideration, and in consideration of the premises, the Association does hereby for itself, its successors and assigns, declare and establish the following covenants and restrictions limiting the use and occupancy of all lots and parcels comprising the Subdivision to-wit:

- 1. Covenants and Restrictions--Land and Parties Bound. These Covenants and Restrictions shall run with the lands comprising the Subdivision as defined above and shall be binding upon the owners of all lots or parcels contained in the Subdivision and the heirs, executors, administrators, legal representatives, successors, and assigns thereof. "Owner" when used herein shall include the singular and the plural, the masculine, feminine and neuter genders, whenever and wherever the context so admits and requires. "Lot" as used herein shall mean a platted lot contained in the subdivision. "Parcel" as used herein shall mean any combination of one Lot together with any portion or all of another Lot, properly subdivided hereunder, used as a site for the installation of one single family double-wide manufactured home. "Dwelling" shall mean manufactured home and permitted appurtenant structures.
- 2. Single Family Residential Use Only. No Lot or Parcel of lands within this Subdivision shall be used for any purpose other than solely and exclusively for a single family doublewide manufactured home dwelling.
- 3. Size of Lot or Parcel. No Lot or Parcel that will house a manufactured home shall contain less area than required by Pasco County, Florida.
- <u>4.</u> <u>Subdividing Lots and Parcels.</u> No Lot or Parcel purchased shall at anytime thereafter by subdivided or sold, except as a whole.
  - (a) Any Grantee, as owner of two or more contiguous Lots or Parcels, shall be prohibited from conveying a part of one to an adjoining side owner, provided he shall retain ownership of land having a frontage and total area not less than the frontage and total area of one of the Lots or Parcels he or his predecessors in title

originally acquired.

- (b) In the event any portion of any Lot or Parcels shall once be conveyed as permitted under (a) above, the portion of lands so conveyed and the land then owned by the grantee thereof shall together thereafter be deemed and constituted forever one single Parcel, and in the case as above provided under sub-paragraph (a), the portion of land retained shall thereafter be deemed and constitute one single Parcel and shall not in any event, thereafter, be further subdivided or sold, except as one Lot or Parcel.
- (c) In no event, however, shall any Lot or Parcel resulting from subdivision permitted under paragraph 4 (a), or (b) above, violate the provisions of paragraph 3 above.
- <u>5.</u> <u>Lot Grading</u>. All construction shall be set sufficiently above street grade to provide proper drainage of the respective Lots and Parcels and no filling or grading shall be done which will adversely affect the proper drainage of or cause excess drainage upon adjacent property.
- 6. Set Back Requirements. For purposes of this paragraph, unless expressly provided for herein, all structures attached to or appurtenant to or forming a part of the single family manufactured home built or to be installed upon a Lot or Parcel shall be considered part of the "Dwelling." All set back, side yard and rear yard shall meet Pasco County, Florida requirements. "Lot" shall include Parcel for the purpose of this paragraph. "Front Line" Lot line shall mean the Lot line bordering on the street on which the Lot is located. "Side" Lot lines shall mean the Lot lines intersecting the front Lot line (except in the case of corner Lots as mentioned above) and "Rear" Lot lines shall mean the Lot line opposite the "Front" Lot line.

#### 7. Type of Dwelling.

Resolution: This community was developed with the intent that the homes harmonize with each other and present a pleasing and consistent style. Except as required by the Governing Documents, this style is not the result of a formal architectural code but rather the result of the people who moved into the community over the years, and previously existing policy.

To ensure the preservation of the existing harmonious design and to prevent the introduction of design that is not in keeping with community, the board hereby recognizes and adopts the style and form of the existing, as built (and properly approved as otherwise required by the Governing Documents) as the standard, including existing exterior colors shall continue in effect until adoption and publication of new guidelines and standards, if any.

Owners are prohibited from changing the architectural styles, setbacks, colors and color combinations, outbuildings, sheds, enclosures, and doors and windows that are already in use within the Subdivision. If and when any alterations are allowed, they will be promulgated by the Board. (Passed October 16, 2007- effective as of November 1, 2007).

All manufactured homes and appurtenant structures constructed, altered, installed, permitted to remain or to be occupied on any Lot or Parcel shall conform to the following requirements in addition to all of the provisions of these covenants and restrictions to-wit:

- (a) Only one single family doublewide manufactured home shall be permitted on any lot or parcel.
- (b) Any structures which are accessory to the dwelling such as garages, carports, porches, service or utility rooms, and the like shall be attached under canopy or carport to become an integral part of the manufactured home structure and shall also conform with all requirements hereof. No separate or detached structures of any type shall be permitted on any lot or parcel.
- (c) All manufactured homes installed or constructed upon a lot or parcel permitted to remain on such lot or parcel shall be constructed of new and durable materials and of external design and color harmonious with other manufactured homes on comparable locations and such manufactured homes shall be kept in good appearance and repair at all times by the owner of such lot or parcel. (Approved and amended 3/09/2009)
- (d) All areas of every lot not occupied by a manufactured home and appurtenant structures or patios shall be duly landscaped in accordance with plans approved by Colony Hills Community as provided below. All front yard areas shall be grassed except for permitted drives and parking areas, as designated by Colony Hills Community. All driveways and parking areas so permitted shall be constructed in any manner complying with uniform specifications of Colony Hills Community, any garden areas must be in the rear one-third (1/3) of the lot.
- (e) No structure shall be constructed upon any lot or parcel until the complete plans and specifications for the same, or alterations and changes of the same, if that be the case, together with a plot plan thereof showing the location of the structure and accessories in relation to the manufactured home and to the lot boundary lines, shall be submitted to Colony Hills Community Directors for approval along with a cover letter stating the applicant's full name and mailing address, all contractors who will do the construction, and a proposed completion time. Colony Hills Community Directors shall have no more than thirty (30) days to approve or reject the plans, specifications and plot plan; and if rejected shall advise the applicant in writing of the portions or parts thereof which were objectionable.
- 8. Senior Park Occupancy of each dwelling unit which is subject to these presents and upon which improvements have been completed, shall be restricted as follows: At all times when persons are in occupancy, at least one of the persons must be fifty-five (55) years of age or older, except in the case of hardship, which is defined as death or permanent disability of the occupant. Persons under the age of fifty-five (55) years of age, but twenty-one (21) years of age or older, shall be permitted to occupy and reside in a dwelling Unit provided that, as indicated above, one person is fifty-five (55) years of age or older. Persons under the age of twenty-one (21) years of age may not occupy or reside in a dwelling unit; provided however, that the Board of Directors of the Association shall have the right to promulgate, from time to time, reasonable rules and regulations governing the visitation and temporary residency of persons under the age of twenty-one (21) years of age. (Approved and amended in 1995)

At least eighty (80) per cent of the units shall be occupied by at least one person aged fifty-five (55) or older. Children under 21 years of age will be permitted for reasonable period of time

(not to exceed six weeks per calendar year and limited to a maximum of three (3) weeks in anyone stay) as guests of residents. Colony Hills Community shall promulgate rules and regulations governing supervision and usage of facilities by guests (Approved and amended 3/09/2009)

- 9. Temporary Structures. No temporary structures or outbuildings of any type shall be permitted or maintained upon any lot or parcel except temporary structures of outbuildings used in connection with construction or installation of a manufactured home and permitted by Colony Hills Community.
- <u>10.</u> <u>Walls, Hedges and Fences.</u> No fences, walls or other enclosures or dividers of any kind shall be constructed by individual lot owners, or maintained unless required by Colony Hills Community, or Pasco County.
- 11. Water and Sewer, Sanitary Facilities. All dwellings constructed upon any lots or parcels in the Subdivision shall be connected to the water and sewer systems provided by utilities its successors or assigns which shall be owned and operated by Pasco County. The owners of all lots shall be subject to uniform connection and installation charges and fees, and uniform charges and fees for water consumed and sewer service furnished as the same are billed from time to time. All owners of property within the Subdivision expressly grant to Colony Hills Community, and to any utility company approved by Colony Hills Community, the right and license for any agent and/or employee thereof to enter upon any of the lots and parcels of the Subdivision and premises contained thereon for the purpose of installation of water meters, water and sewer lines, and for routine reading, service and common inspection and maintenance of water and sewer installation. No wells, except those provided by Colony Hills Community shall be permitted in the subdivision.
- 12. Unsightly Objects~Visible Storage. All refuse and trash containers, oil and bottled gas tanks, (over twenty (20) pounds) and ALL tanks that are not in use, water softening equipment, and other similar items must be underground or hidden from view of all neighborhood lots or parcels. There shall be NO window air conditioning units installed in any manufactured home. The owners of all lots and parcels shall provide sanitary disposal for all garbage and rubbish. Such disposal shall be fully enclosed and securely covered. Outside clotheslines (closing type only) must be installed to the rear of all homes. Clotheslines should be in the closed position when not in use. If residents are going to be away from their property for more than fourteen (14) days, the clotheslines must be removed and stored inside the residence.

No trailers, boats, campers, commercial vehicles or other vehicles or equipment except for non-commercial licensed private automobiles (to include licensed trucks up to and including a maximum carry weight of one (1) ton), of the owner of a lot or parcel may be stored or maintained on such lot or parcel exposed to the view of the neighbors. Parking of all above listed vehicles and equipment on lawns is NOT permitted. NO portable storage units such as (P.O.D.S.) are permitted on any lots or parcels. NO personal golf cards are permitted in the Community. Recreational vehicles (RV's) shall be allowed to be parked I the owner's lot for a MAXIMUM of a twelve (12) hour period for the purpose of loading and unloading ONLY. The RV must fit into the driveway and no part shall be on the roadway or grass area of the lot.

No unsightly weeds, underbrush or growth shall be permitted to grow or remain on any

lot or parcel. The same shall be kept mowed and clear of debris and excessive and unsightly vegetation by the owner thereof. Failure to so maintain lawns and landscaping shall be deemed to impair the value of neighboring lots and parcels and be hazardous to health and welfare of the neighborhood. In the event that the owner of any lot shall fail or refuse, upon demand by Colony Hills Community, to keep the premises free of such weeds, underbrush, or refuse, Colony Hills Community may enter upon said lot or parcel and remove such weeds, underbrush or refuse and charge the owner the cost of such services. Such entry shall be deemed to be permitted and not be deemed a trespass. The charge for the cost of such removal shall become a lien upon the property and bear interest at the legal rate until fully paid and shall be subject to foreclosure in the event the same is not paid upon demand. Absolutely no burning of trash, refuse or garbage shall be permitted on any lot. (Approved and amended 3/09/2009)

- Animals. No animals of any type shall be kept, bred or raised on any lot or parcel except that a small dog or cat may be kept as a pet subject to uniform rules and regulations to be promulgated by Colony Hills Community and shall be limited to one pet weighing approximately twenty pound or less per manufactured home. Any pet must be under FULL control of owner at all times. Pet owners must clean up after his/her pet. No pets are permitted on the common grounds. No pet is allowed off their property without a leash. Feeding of stray or wild animals is NOT permitted. (Approved and amended 3/09/2009)
- 14. No signs of any type shall be displayed to public view on any lot or parcel except signs containing name and house number, lot number, or small realty sign (16" x 24" or less) for sale information. Signs must be discreetly displayed as close as possible to the front of the building. No contractor, business signs or "For Sale" signs are to be displayed on any vehicle owned by residents in Colony Hills Community. (Approved and amended 3/09/2009)
- 15. No Trade or Business. No manufactured home shall be used to carry on any trade, business, occupation or profession.
- 16. Nuisance. No activity shall be done or permitted upon any lot or parcel which may be or become an annoyance or nuisance to the Subdivision. No unlawful use of any such lot or parcel may be made by or permitted by the owner thereof.

(It was approved and amended on 3/09/2009 that #17 regarding antenna's be deleted)

17. Easements. Colony Hills Community hereby reserves for itself its successors or assigns a utility and landscaping easements as shown on the plat or plats. Each such easement area may be entered upon, improved, used and occupied for purposes of installing and maintaining public utilities as Colony Hills Community or public utility companies deem necessary for servicing of the Subdivision and lots and parcels contained therein. Any wall, fences, paving, plating or other improvements placed on such easements by the owner of the property or which the easement lies shall be removed, if required, by Colony Hills Community at the expense of such owner. Where a manufactured home is installed on a parcel consisting of more than one plated lot, the said utility easement shall be deemed to run the perimeter of the whole parcel and is waived as to the original lot line lying within said parcel.

- 18. <u>Underground Utilities.</u> Except for those items which are presently installed in the Subdivision, no lines, wires, pipes, utility service of any type shall be constructed, placed or permitted to be maintained upon any lot or parcel unless the same shall be installed in appropriate conduit underground.
- 19. Owners Association. Colony Hills Community has caused to be formed an Association of Owners of lots or parcels in the Subdivision which said Association is a non-profit corporation under the laws of the State of Florida and is know as Colony Hills Community, Inc. Each owner of a lot or parcel in the Subdivision upon acquiring title to their lot or parcel shall become members of said Association and shall commence paying to said Association assessments hereinafter mentioned as per the Articles of Incorporation and By-Laws of said Association. In the event of joint ownership of a lot or parcel each co-tenant shall be a member of the Association, but there shall only be permitted one vote per lot.

The costs of operating the Association and deferring the Association expenses as outlined herein as well as any other expenses relating to obligations hereafter undertaken by the Association shall be payable by the Association annually or more frequently if it so determines, assessing each and every lot or parcel its pro-rata 'share of the same. In the event that a lot or parcel does not pay its maintenance assessment when made by the Association, the same shall then and there become a lien upon said lot or parcel which lien shall be evidenced by a document in writing recorded in the Public Records of Pasco County, Florida, and shall bear interest at the legal rate from the date of such lien until fully paid and shall be subject to foreclosure as though the same were a mortgage. Such lien shall also secure payment of all costs and expenses of the Association including court costs and attorney's fees incurred in collecting the same.

- 19.1 The Board of Directors has the authority to make reasonable rules and regulations regarding use of the lots. The membership shall have the power to revoke any rule in the following manner: A majority of the members present, in person or by proxy, at a duly called meeting at which a quorum is present may revoke any such rule.
- <u>20.</u> <u>Amendments.</u> These restrictions and covenants may be amended by the Developer as long as the Developer owns ten (10) lots or more in the COLONY HILLS COMMUNITY, INC. or by the written consent of the owners of a majority of lots in the Subdivision. Amendment by a majority of lots cannot be valid, however, if Developer still owns any lot or parcel in the Subdivision, unless Developer consent (sic) thereto. Such amendment shall become effective when duly executed and recorded in the Public Records of Pasco County, Florida. No such amendment, however, shall invalidate any action properly taken under these covenants and restrictions nor shall terminate or modify in any manner or effect any rights reserved herein to Developer.
- <u>21.</u> <u>Deeds and Contract to Include Reference.</u> All deeds and contracts pertaining to the sale, transfer, lease, encumbering or other disposition of a lot or parcel in the Subdivision shall specifically contain a reference to the same being subject to these covenants and restrictions.
- <u>22.</u> <u>Remedies for Violations.</u> In the event that the owner of any lot or parcel in the Subdivision shall violate or attempt to violate any of these Covenants and Restrictions, the Association in its discretion or any person or persons owning any substantial interest in a lot or

parcel in the Subdivision may prosecute any proceedings for the recovery of damages against the person or persons for violating or attempting to violate any of these Covenants or Restrictions or may maintain a proceeding against the person or persons so violating or attempting to violate any of these Covenants or Restrictions for the purpose of remedying or preventing such violation, provided however that the remedies contained in the Paragraph shall be construed as being cumulative. Although Colony Hills Community may enforce these Covenants and Restrictions, it shall not be obligated to do so. Any person including Association who shall bring successful legal proceedings to enforce these Covenants and Restrictions shall be entitled to recover the costs and reasonable expenses of such proceedings, including appellate proceedings, together with reasonable attorney's fees. For purpose of this paragraph, the Association hereinabove mentioned shall be considered as a person having a substantial interest in a lot or parcel.

- 23. Term of Restrictions. These Covenants and Restrictions shall remain in force and effect for a period of twenty (20) years for the date hereof, and shall be automatically renewed for successive ten (10) year periods unless the owners of the majority of lots in the Subdivision (not parcels) execute and record in the Public Records of Pasco County, Florida an instrument specifically rejecting a subsequent renewal.
- <u>24.</u> <u>Invalidation.</u> Invalidation of anyone or more of these Covenants and Restrictions by judgment or court order or in any other manner shall in no way effect any of the other provisions hereof, which shall remain in full force and effect.
- 25. Right of Association to Grant Variances. The absolute variances from the obligations of paragraph two (2) through twenty-tom (24) above where not to grant variance would create hardship in the opinion of Colony Hills Community, or where such variances would be in keeping with the spirit and intent of these Covenants and Restrictions or would be such as to not adversely effect any neighboring owners of the Subdivision as a whole. Such variances, if granted, shall be granted upon application of the owner in writing setting forth in detail the variance required and reasons therefore, and any such variance, if granted, shall be granted by the Association in writing, and shall be strictly complied with by the applicant. All such variances shall be executed with the formalities of a deed and recorded in the Public Records of Pasco County, Florida to become effective. Colony Hills Community may at any time assign to the owners hereinafter mentioned Association's right under this paragraph to grant such variances.

## EXHIBIT B

# COLONY HILLS COMMUNITY ASSOCIATION, INC. 35144 Wagner Way Zephyrhills, Florida 33541

#### ARTICLES OF INCORPORATION

| I.    | Name   |
|-------|--|
| II.   | Purpose – Operation, and management of the common areas and recreational facilities.   |
| III.  | Powers  Section 1 – Common law and statutory powers  Section 2 – Powers to Implement the Purpose of the Association (A thru H)                       |
| IV.   | Members – Qualifications See Section 1 thru 4  |
| V.    | Term – Term of Which this Association is to Exist  |
| VI.   | Subscribers – Original Subscribers of these Articles of Incorporation  |
| VII.  | Board of Directors – Management of the Affairs – Number of Members – Election (See amendment of Article II Section 1 of the By-laws passed 12/29/89) |
| VIII. | Officers – Elected by the Board of Directors   |
| IX.   | First Officers – Original Officers of the Developer  |
| X.    | Indemnification – Officers and Directors   |
| XI.   | Address  |
| XII.  | By-Laws  |
| XIII. | Amendments – See Sections 1 and 2  |
| XIV.  | In the event this Corporation shall become dormant   |

# ARTICLES OF INCORPORATION OF COLONY HILLS COMMUNITY ASSOCIATION, INC.

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The name of this corporation shall be COLONY HILLS COMMUNITY ASSOCIATION, INC. and may be herein referred to as the "Association".

# II. PURPOSE

The purpose for which this corporation is organized is the ownership, operation, and management of the common areas and recreational facilities known as:

Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida; Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida; and Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

pursuant to Florida Statutes Chapter 720 and to undertake the performance of and to carry out the acts and duties incident to the administration of the operation and management of said common areas in accordance with the terms, provisions, conditions and authorization contained in these Articles of Incorporation the restrictions and covenants which will be recorded amongst the Public Records of Pasco County, Florida; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said Association.

# III. POWERS

The powers of the Association shall include and be governed by the following provisions:

- 1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles, the said Restrictions and Covenants of Record and the By-Laws.
- 2. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to the following:

- a. To make, establish and enforce reasonable rules and regulations governing the use of common areas.
- b. To make, levy and collect assessments against the lot owners to provide the funds to pay for expenses of the common areas and recreational facilities, and to use and expend the proceeds of assessment in the exercise of the powers and duties of the Association.
- c. To reconstruct improvements on the common area property after casualty or other loss and the further improvement of the property.
- d. To enforce by legal means the provisions of the By-Laws, the Rules and Regulations and these Articles of Incorporation.
- e. To contract for the management of the common area property and to delegate to such contractors all powers and duties of the Association, except those which may be required by these Articles of Incorporation, to have approval of the Board of Directors for the lot owners of this Association.
- f. To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Association, intended to provide for the enjoyment, recreation or other use or benefit of the lot owners.
- g. To exercise the rights and powers of the Developer within the restrictions and covenants of record if and when granted to the Association by the Developer.
- h. To employ personnel to perform the services required for proper operation of the common areas.

## IV MEMBERS

The qualification of members, the manner of their admission to membership, the termination of such membership and voting by members shall be as follows:

- 1. The record owners of all platted lots in Colony Hills Community as well as other owners of record of lots contiguous or adjacent to as may be designated by the Developer.
- 2. Membership shall be established by the acquisition of ownership of fee title to or fee interest in a lot owner, whether by conveyance, devise judicial decree, or otherwise,

subject to the provisions of the Declaration, and by the recordation among the Public Records of Pasco County, Florida, of the deed or other instruments establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the Association and the membership of the prior owner as to the parcel designated shall be terminated.

- 3. The share of a members in the funds and assets of the Association, in its common elements and its common surplus, and membership in this Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his mobile home lot.
- 4. The membership in the Association shall be equal for each lot owner, and on all matters as to which the membership shall be entitled to vote at large, there shall be only one vote for each lot, which vote shall be exercised in the manner provided by these Articles and the By-Laws. The decision as to whether a matter relates to the Association as a whole, shall be determined by the Board of Directors, whose decision shall be conclusive; provided, however, that no action or resolution which shall require the vote of membership because of any provision in the Declaration of Condominium, or in the By-Laws or in the Condominium Act, Chapter 711, shall be effective with regard to any part of a condominium unless the membership of the condominium shall have voted on said action or resolution.

## V TERM

The term of which this Association is to exist shall be perpetual.

## VI SUBSCRIBERS

The name and address of the subscribers of these Articles of Incorporation are as follows:

Harold Wagner 1052 Hill Road

Zephyrhills, FL 33599

Linda White 1052 Hill Road

Zephyrhills, FL 33599

Rodger White 1052 Hill Road

Zephyrhills, FL 33599

VII

#### **BOARD OF DIRECTORS**

The affairs of the Association will be managed by a Board of Directors consisting of the number of directors determined by the By-Laws, but not less than three (3) and in absence of such determination shall consist of three (3) directors. The members of the first Board of Directors need not be members of the Association.

Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Notwithstanding the foregoing, the first election of directors shall not be held until Colony Hills Community, Inc. hereinafter called "Developer" has closed the sales of 200 lots upon the real property submitted to a plan of condominium ownership, or until Developer voluntarily elects to terminate its control of the Association, whichever of such events shall first occur. The directors named in these Articles shall serve until the first election of directors at large, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

The name and address of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified or until removed are as follows:

Harold Wagner 1052 Hill Road

Zephyrhills, FL 33599

Linda White 1052 Hill Road

Zephyrhills, FL 33599

Rodger White 1052 Hill Road

Zephyrhills, FL 33599

However, the Developer shall form an advisory committee under the same terms and conditions as the formation of the directors herein. Said committee shall serve purely at the will of the Developer as advisory to the development and management of the aforesaid common areas until the first election of directors.

The number of advisory board shall be a maximum of eleven. One member from the first five lots, and one additional member from each 20 lots sold,

### VIII OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice-President, Secretary and Treasurer, and if any, the Assistant Vice-President, the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board of Directors. The Board of Directors, or President, with the approval of the Board of Directors, may employ a

Managing Agent and/or such other managerial supervisory personnel or entities to administer or assist in the operation or management of this Association and the affairs of the Association, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Association, or a Director or officer of the Association, as the case may be.

The Board of Directors shall elect the President, Secretary, and Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, the office of president and Vice-President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary, be held by the same person.

## IX FIRST OFFICERS

The names and addresses of the officer who are to serve until their successors are designated by the Board of Directors are:

| Title               | Name          | Address                                 |
|---------------------|---------------|---|
| President           | Rodger White  | 1052 Hill Road<br>Zephyrhills, FL 33599 |
| Vice-President      | Harold Wagner | 1052 Hill Road<br>Zephyrhills, FL 33599 |
| Secretary/Treasurer | Linda White   | 1052 Hill Road<br>Zephyrhills, FL 33599 |

The name and address of the Resident Agent of this Corporation is as follows:

Harold Wagner, 1052 Hill Road, Zephyrhills, FL 33599

## X INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against any expenses and liabilities including counsel fees reasonable incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason, of his being or having been a Director or Officer of the Association, or any settlement thereof, whether or not he is a Director or Officer of the Association at the time of such expenses are incurred, except in such cases wherein the Directors or Officer are

adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

### XI ADDRESS

The Principal Office of the Corporation shall be located at: 35144 Wagner Way, Zephyrhills, Florida 33541, but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

## XII BY-LAWS

The By-Laws of the Association shall be adopted by the Board of Directors, and may be altered, amended or rescinded in the manner provided for by the By-Laws.

## XIII AMENDMENTS

The amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

- 1. Notice of the subject matter of the proposed amendment shall be Included in the notice of any meeting at which such proposed amendment is considered.
- 2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of said bodies, it must be submitted for approval and thereupon receive such approval by the other. Such approval must be seventy-five (75) of the members of the Association, and such approval must be by two-thirds (2/3) of the members of the Board of Directors.

#### XIV

In the event this Corporation shall become dormant, inactive and fail to perform its duties and carry out its contractual covenants and conditions as set forth herein, as it may pertain to this Corporation, then the said Corporation shall revert back to the original incorporators or their designated attorney-in-fact for purposes of reactivating said Corporation by electing new officers and directors of this condominium as provided for in the Articles of Incorporation and By-Laws of this Condominium.

In the event that the organization established to own and maintain a common open space or any successor organization, shall at any time after establishment fail to maintain the common open

space in reasonable order and condition in accordance with the development plan, the County may serve written notice upon such organization or upon the residents and owners of the development setting forth the manner in which the organization ha failed to maintain the common open space in reasonable condition and said notice shall include a demand that such deficiencies of maintenance be cured within thirty (30) days thereof and shall state the date and place of a hearing thereon which shall be held within fifteen (15) days of the notice. At such hearing, the County may modify the terms of the original notice as to deficiencies and may give an extension of time within which they shall be cured. If the deficiencies set forth in the original notice or in the modifications thereof shall not be cured within said thirty (30) days or any extension thereof, the County, in order to preserve the taxable values of the properties within the development and to prevent the common open space from becoming a public nuisance, may enter upon said common open space and maintain the same for a period of one year. Said entry and maintenance shall not vest in the public any rights to use the common open space except when the same is voluntarily dedicated to the public by the residents and owners. Before the expiration of said year, the County shall upon its initiative or upon the request of the organization, theretofore responsible for the maintenance of the common open space call a public hearing upon notice to such organization or to the residents and owners of the development, to be held by the County, at which hearing such organization or the residents and owners of the development shall show cause why such maintenance by the County shall not, at the election of the County, continue for a succeeding year. If the County shall determine that such organization is ready and able to maintain said common open space in reasonable condition, the County shall cease to maintain said common open space at the end of said year. If the County shall determine such organization is not ready and able to maintain such common open space in a reasonable condition, the County may, in its discretion, continue to maintain said common open space during the next succeeding year and subject to a similar hearing and determination in each year thereafter. The decision of the County is any such case shall constitute a final administration decision subject to judicial review.

The cost of such maintenance by the County shall be assessed ratably against the properties within the development that have a right of enjoyment of the common open space and shall become a tax lien on said properties. The County, at the time of entering upon said common open space for the purpose of maintenance, shall file a notice of such lien in the office of the Clerk of Courts of the County, upon the properties affected by such lien within the development.

## EXHIBIT C

# COLONY HILLS COMMUNITY ASSOCIATION, INC. 35144 Wagner Way Zephyrhills, Florida 33541

#### **BY-LAWS**

| I.  | Gene      | General                                   |  |  |
|-----|-----------|---|--|--|
|     | 1.        | Name                                      |  |  |
|     | 2.        | Principal Office                          |  |  |
|     | 3.        | Identity                                  |  |  |
|     | 4.        | Definition                                |  |  |
| II. | Directors |   |  |  |
|     | 1.        | Number and Terms (See Amendment 12/29/89) |  |  |
|     | 2.        | Representation A thru C                   |  |  |
|     | 3.        | Vacancy and Replacement                   |  |  |
|     | 4.        | Removal                                   |  |  |
|     | 5.        | Original Board (Developer)                |  |  |
|     | 6.        | Powers A thru I                           |  |  |
|     | 7.        | Compensation                              |  |  |
|     | 8.        | Meetings A thru D                         |  |  |
|     | 9.        | Order of Business A thru I                |  |  |
|     | 10.       | Annual Statement                          |  |  |
| II. | Offic     | ers                                       |  |  |
|     | 1.        | Executive Officers                        |  |  |
|     | 2.        | Appointed Officers                        |  |  |
|     | 3.        | Election                                  |  |  |
|     | 4.        | Terms                                     |  |  |
|     | 5.        | The President A thru B                    |  |  |
|     | 6.        | Secretary A thru E                        |  |  |
|     | 7.        | Vice President                            |  |  |
|     | 8.        | Treasurer A thru C                        |  |  |
|     | 9.        | Indemnification                           |  |  |
|     | 10.       | Vacancies                                 |  |  |
|     | 11.       | Resignations                              |  |  |
| V.  | Mem       | bership                                   |  |  |
|     | 1.        | No stock certificates                     |  |  |
|     | 2.        | Transfer of Membership                    |  |  |
|     | 3.        | Membership Vote                           |  |  |
|     | 4.        | Natural Persons                           |  |  |
|     | 5         | Designated Voter                          |  |  |

# V. Meetings of Membership

1. Place

- 2. Date Annual Meeting (See Amendment to Section 2 dated 12/29/89)
- 3. Membership List A thru C
- 4. Quorum (New FL. Law 617.30630)
- 5. Vote required to Transact Business
- 6. Right to Vote
- 7. Waiver and Consent
- 8. Order of Business
- 9. Proviso
- 10. Parliamentary Rules

#### VI. Notices

- 1. Definition
- 2. Service of Notices

#### VII. Finances

- 1. Fiscal Year
- 2. Accounts (A thru C)
- 3. Budget
- 4. Assessments
- 5. Depository
- 6. Application of Payments
- 7. Acceleration of Assessments upon Default
- 8. Termination of Membership

#### VIII. Corporate Seal

#### IX. Rules and Regulations

#### X. Registers

- 1. Register of Members
- 2. Application of Transfer
- 3. Record of Pledged or Mortgaged Parcels

#### XI. Amendment of By-Laws

## XII. Masculine-Feminine or Neuter – Singular or Plural

# BY-LAWS OF COLONY HILLS COMMUNITY ASSOCIATION, INC.

#### ARTICLE I.

- Section 1. The name of this corporation shall be COLONY HILLS COMMUNITY ASSOCIATION, INC. herein referred to as the "Association".
- Section 2. Principal Office: The principal officer of the Corporation shall be at Zephyrhills, Florida, or at such other place as may be subsequently designated by the Board of Directors.
- Section 3. Identify: These By-Laws are of the Association for the purpose of administering, operating and managing the common areas of the Association
- Section 4. Definition: As used herein, the "Corporation" shall be the equivalent of "Association" and all other words as used herein shall the same definitions as attributed to them in the Articles of Incorporation.

# ARTICLE II. DIRECTORS

- Section 1. Numbers and Term: The affairs of the Association shall be governed by a Board of Directors consisting of nine (9) persons, all of whom shall be lot owners. Should any lot be owned by a partnership or corporation, in a fiduciary capacity or otherwise, any shareholder, director, officer, general partner or employee of such owners shall be eligible to serve as a director. At the first annual meeting following the effective date of this provision, the members shall institute staggered terms for the Board members in order to insure continuity of service. The three (3) directors receiving the three (3) highest number of votes shall serve an initial three (3) year term. The three directors receiving fourth, fifth and sixth highest number of votes shall serve an initial two year term. The remaining three directors shall serve an initial one year term, Thereafter, all terms shall be for a period of three years. (passed 12/29/89 with 78% vote).
- Section 2. <u>Representation:</u> Within the limits above-specified, the number of directors shall be determined as follows:
  - A. Upon the first election of directors, all directors shall be elected at large.
  - B. Directors at large shall be elected by the membership of the Association at large.
  - C. Notwithstanding anything to the contrary set forth above, the first election of the directors shall not be held until Colony Hills Community, Inc. hereinafter called the "Developer" has closed the sale of two-hundred (200) lots upon the land described above or until the Developer voluntarily elects to terminate its

control of the association, whichever of such events shall first occur, and until that time, the original directors of the corporation shall serve, and in the event of vacancies the remaining directors shall fill the vacancies, and if there are no remaining directors, the vacancies shall be filled by the Developer.

- Section 3. <u>Vacancy and Replacement:</u> If the office of any director or directors becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office or otherwise a majority of the remaining directors, though less than a quorum, at special meeting of directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.
- Section 4. <u>Removal:</u> Directors may be removed for cause by any affirmative vote of a majority of the members. No director shall continue to serve on the board if, during his term of office his membership in the corporation shall be terminated for any reason whatsoever.
  - Section 5. First Board of Directors: The first board of directors shall consist of:
    - 1. Rodger White
    - 2. Linda White
    - 3. Harold Wagner

who shall hold office and shall reasonably exercise all powers of the Board of Directors until the first election of directors, anything herein to the contrary notwithstanding; provided, any and all of said directors shall be subject to replacement in the event of resignation or death as above provided.

- Section 6. <u>Powers:</u> The property and business of the corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation, or the Declarations to which these By-Laws are attached. The powers of the Board of Directors shall specifically include, but not be limited to, the following items:
  - A. To make and collect assessments and establish the time within which payment of same are due.
  - B. To use and expend the assessments collected; to maintain, care for and preserve the lots and property, except those portions thereof which are required to be maintained, cared for and preserved by the lot owners.
  - C. To enter into leases for and/or purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above.
  - D. To enter into and upon the lots when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation.

- E. To insure, and keep insured, said property in the manner set forth in the Declaration against loss from fire and/or other casualty, and the lot owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable.
- F. To collect delinquent assessments by suit or otherwise, abate nuisance and enjoin or seek damages from the lot owners or take other authorized steps for violations of these By-Laws and the terms and conditions of the Declaration.
- G. To employ and/or contract with, if deemed desirable, maintenance service contractor and/or an apartment house manager who shall maintain service and/or manage the building and related facilities and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the building. To employ workmen, janitors and gardeners and to purchase supplies and equipment to enter into contracts in connection with any of the foregoing items or for other services deemed desirable, and generally to have the powers of an apartment house manager in connection with the matters herein fore set forth.
- H. To make reasonable rules and regulations for the usage of the common areas.
- I. To acquire and enter into agreements whereby it acquires leaseholds, memberships, and other possessory or use interest in lands or facilities whether or not contiguous to the lands of the Association intended to provide for the enjoyment, recreation or other use and benefit of the lot owners and to declare expenses in connection therewith to be common expenses.
- Section 7. <u>Compensation:</u> Directors or officers, as such, shall receive no salary for their services.

#### Section 8. Meetings:

- A. The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general meeting of the members and immediately after the adjournment of same.
- B. No notice of a Board of Directors meeting shall be required if the Directors meet by unanimous written consent. The Directors may, by resolution duly adopted, establish regular monthly, quarter-annual or semi-annual meetings. If such resolution is adopted, no notice of such regular meetings of the Board of Directors shall be required.
- C. Special meetings of the Board of Directors may be called by the President on five (5) days' notice of each Director. Special meetings shall be called by the Secretary and President in a like manner and on like notice on the written request of three (3)

Directors.

- D. At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum. for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by Statute or by the Certificate of Incorporation or by these By-Laws. If a quorum shall not be present in any meeting of Directors, the Directors present there at may adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present.
- Section 9. Order of Business: The Order of business at all meeting of the Board shall be used as follows:
  - A. Roll call
  - B. Reading of the Minutes of last meeting
  - C. Consideration of communication
  - D. Resignation and elections
  - E. Report of officers and employees
  - F. Reports of committees
  - G. Unfinished business
  - H. Original resolutions and new business
  - I. Adjournment
- Section 10. <u>Annual Statement:</u> The Board shall present not less often than the at the annual meetings and, when called for by a vote of the members, at any special meeting of the members, a full and clear statement of the business and condition of the Corporation.

# ARTICLE III. OFFICERS

- Section 1. <u>Executive Officers:</u> The executive officers of the Corporation shall be a President, a Vice-President, Secretary, and Treasurer; all of whom shall be elected annually by said Board. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the Corporation. If the Board so determines, there may be more than one Vice-President.
- Section 2. <u>Appointive Officers:</u> The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold offices during the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.
- Section 3. <u>Election:</u> The Board of Directors at its first meeting after each annual meeting of general members shall elect a President, Vice-President, Secretary, Assistant-Secretary and Treasurer, none of whom, excepting the President, need be a member of the Board.
- Section 4. <u>Terms</u>: The officers of the Corporation shall hold officer until their successors are chose and qualify in their stead. Any officer elected or appointed by the Board of

Directors may be removed, for cause, at any time by the affirmative vote of a majority of the whole Board of Directors.

#### Section 5. The President:

- A. The President shall be the chief executive officer of the Corporation; he shall preside at all meetings of the members and Directors; shall be ex officio member of all standing committees, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board are carried into effect.
- B. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal by the Corporation, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to other officers or agents of the Corporation.

#### Section 6. The Secretary

- A. The Secretary shall keep the minutes of the member meetings and of the Board of Directors' meetings in one or more books provided for that purpose.
- B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law.
- C. He shall be custodian of the corporate records and of the seal of the Corporation and shall see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these By-Laws.
- D. He shall keep a register of the Post Office address of each member which shall be furnished to the Secretary by such member.
- E. In general, he shall perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.
- Section 7. <u>The Vice-President</u>: The Vice-President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

#### Section 8. The Treasurer

A. The treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation; and shall deposit all monies and other valuable effects in the name and the credit of the

- Corporation, in such depositories as may be designated by the Board of Directors, the Articles of Incorporation and these By-Laws.
- B. He shall disburse the funds of the Corporation as ordered by the Board, taking proper vouchers for such disbursements, and surrender to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Corporation.
- C. He may be required to give the Corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the Corporation, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Corporation.
- Section 9. <u>Indemnification</u>: Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful malfeasance or misfeasance in the performance of his duties, provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.
- Section 10. <u>Vacancies:</u> If the office of any director, or of the President, Vice-President, Secretary, Treasurer, one or more becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of the whole Board of Directors provided for in these By-Laws, may choose a successor or successors who shall hold office for the unexpired term.
- Section 11. <u>Resignations</u>: Any Director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

## ARTICLE IV MEMBERSHIP

Section 1. There shall be no stock certificates issued by this Corporation. Membership in the Association shall be limited to the owner of a mobile home lot in Colony Hills Community or any contiguous or adjacent parcels or lot owners Developer desires to include prior to the time for the first election of directors as set forth herein and in the Articles of Incorporation.

- Section 2. Transfers of membership shall be made only on the books of the Corporation, and notice of acceptance of such transferee as a member of the Corporation shall be given in writing to such transferee by the President and Secretary of the Corporation. Transferor, in such instance, shall automatically no longer be a member of the Corporation. Membership in the Corporation may be transferred only as an incident to the transfer of the transferor's parcel and his undivided interest in the common elements of the lot, and such transfers shall be subject to the procedures set forth in the declaration.
- Section 3. Each member shall be entitled to one (1) vote (for each lot which he/she or it, owns) in the management of the Corporation and, as to the election of directors, shall be entitled to vote as provided for in the Articles of Incorporation. No person shall be entitled to vote who is not current with his obligations to the Association.
- Section 4. In the event the owner of a lot is not a natural person, the subject of entity shall designate a natural person who shall be entitled to occupy the parcel, and such natural person shall be a member of the corporation, subject to the procedures set forth in the declaration and these By-Laws.
- Section 5. If a lot is owned by one person the right to vote shall be established by the record title to his lot. If a lot is owned by more than one person, the person entitled to cast the vote for the lot shall be designated by a certificate signed by all of the record owners of the lot and filed with the Secretary of the Association. Such person shall be one of the joint owners. If a lot is owned by a corporation, the person entitled to cast the vote for the lot shall be designated by a certificate of appointment signed by the President or Vice-President and attested to by the Secretary or Assistant Secretary of said Corporation and filed with the Secretary of the Association. Such person shall be an officer or authorized agent of the lot owner. All certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the lot concerned. A certificate designating the person entitled to cast the vote of a lot may be revoked by any owner thereof. If a lot is owned jointly by a husband and wife, they may, without being required to do so, designate one of them as a voting member in the manner provided above. In the event a husband and wife do not designate a voting member the following provisions shall apply.
  - A. If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting and the total number of authorized votes in the Association shall be reduced accordingly for such subject only.
  - B. If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the lot vote just as though he or she owned the lot individually, and without establishing a concurrence of the absent person.

C. If both are present at a meeting and concur either one may cast the lot vote. (Passed 12/29/89 with 81% vote)

# ARTICLE V MEETINGS OF MEMBERSHIP

- Section 1. <u>Place:</u> All meetings of the membership shall be held at the office of the Corporation, or such other place as may be stated in the notice.
- Section 2. <u>Annual Meeting:</u> Regular annual meetings subsequent to the first election of directors shall be held on the third Tuesday in January of each succeeding year at 7:00 p.m. Eastern Standard Time, at the office of the Association or such other place as may be stated in the notice, if not a legal holiday and if a legal holiday, then on the secular day following. (Passed 12/29/89 with 85% vote).
- Section 3. <u>Membership List:</u> At least ten (10) days before every election of directors, a complete list of members entitled to vote at said election, arranged numerically by lots, with the residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the Corporation and shall be open to examination by any member throughout such time.
  - A. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by Statute or by the Certificate of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request in writing, of a majority of the Board of Directors or at the request in writing, of one-third (1/3) of the members. Such request shall state the purpose or purposes of the proposed meeting.
  - B. Written notice of a special meeting of members stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the Corporation, at least five (5) days before such meeting.
  - C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.
- Section 4. Quorum: Fifty-one (51%) percent of the total number of members of the corporation present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by Statute, by the Certificate of Incorporation or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time without notice other than announcement at the time, until a quorum shall be present or represented. As such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting originally called.

- Section 5. <u>Vote Required to Transact Business:</u> When a quorum is present at any meeting, the vote of a majority of the members present in person or represented by a written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provisions of the Florida Statutes, by the Declaration, the Certificate of Incorporation, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.
- Section 6. <u>Right to Vote:</u> At any meeting of the members every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.
- Section 7. <u>Waiver and Consent:</u> Whenever the vote of members at a meeting is required or permitted by any provision of the Statutes or the Certificate of Incorporation or of these By-Laws to be taken in connection with any action of the Corporation, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.
- Section 8. Order of Business: The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:
  - (a) Calling of the role and certifying proxies.
  - (b) Proof of notice of meeting or waiver of notice.
  - (c) Reading and disposal of any unapproved minutes.
  - (d) Reports of officers.
  - (e) Reports of committees.
  - (f) Election of directors.
  - (g) Unfinished business.
  - (h) New business.
  - (i) Adjournment.
- Section 9. <u>Proviso:</u> Provided, however, that until the Developer has completed and sold two-hundred (200) of the lots in Colony Hills Community or until the Developer elects to terminate its control of the Association, whichever shall first occur, there shall be no meeting of members of the Association unless a meeting is called by the Board of Directors of the Association.
- Section 10. <u>Parliamentary Rules:</u> Roberts Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with these By-Laws.

## ARTICLE VI NOTICES

Section 1. <u>Definition:</u> Whenever under the provisions of the Statutes or of the Certificate of Incorporation or of these By-Laws, notice is required to be given to any director or member, it shall not be construed to mean personal notice; but such notice may be given in writing by mail, by depositing the same in a Post Office or letter box in a postpaid, sealed

wrapper, addressed as appears on the books of the Corporation.

Section 2. <u>Service of Notice:</u> Waiver: Whenever any notice is required to be given under the provisions of the Statutes or of the Certificate of Incorporation or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

### ARTICLE VII FINANCES

- Section 1. <u>Fiscal Year:</u> The fiscal year shall begin the first day of January in each year. The Board of Directors is expressly authorized to change this fiscal year at any time for the convenience of the Corporation.
- Section 2. <u>Accounts:</u> The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate:
  - (a) <u>Current Expenses:</u> Current expenses shall include all funds and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year or to fund reserves.
  - (b) Reserve for Deferred Maintenance: Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.
  - (c) Reserve for Replacement: Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.
- Section 3. <u>Budget:</u> The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expenses and may provide funds for the foregoing reserves.
- Section 4. <u>Assessments:</u> Assessments against the lot owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 1 preceding the year for which the assessments are made. Such assessments shall be due in twelve (12) equal annual payments, one of which shall come due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the 1st day of each month until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessment therefore may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is

made shall be due on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the Board of Directors.

- Section 5. <u>Depository:</u> The depository of the Association will be such banks and/or savings and loan associations in Pasco or Pinellas Counties, Florida, as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawals of monies from such accounts shall be only by checks signed by such persons as authorized by the Directors. Provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.
- Section 6. <u>Application of Payments and Co-mingling of Funds:</u> All sums collected by the Association from assessments may be co-mingled in a single fund, or divided into more than one fund, as determined by the Board of Directors. All assessment payments by a lot owner shall be applied as to interest, delinquencies, costs and attorneys' fees, other charges, expenses and advances as provided herein and in the deed restrictions and any general or special assessments in such manner as the Board of Directors determines in its sole discretion.
- Section 7. <u>Acceleration of Assessment Installments upon Default:</u> If a lot owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the lot owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after the delivery of or the mailing of such notice to the lot owner.
- Section 8. The termination of membership in the Association shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the Association during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

# ARTICLE VIII SEAL

The seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its organization and the words "non-profit", Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

# ARTICLE IX RULES AND REGULATIONS

Section 1. As to common elements. The Board of Directors may from time to time adopt or amend previously adopted administrative rules and regulations governing the details of

the operation, use, maintenance and control or the common areas of the Association and any facilities or services made available to the lot owners. The Board of Directors shall from time to time post in a conspicuous place on the property, a copy of the rules and regulations adopted from time to time by the Board of Directors.

# ARTICLE X REGISTERS

- Section 1. The Secretary of the Corporation shall maintain a register in the Corporation office showing then names and addresses of the members.
- Section 2. Any application for the transfer of a membership or for a conveyance of interest in a parcel or a lease of parcel shall be accompanied by an application fee in the amount often dollars (\$10.00) to cover the cost of contacting the references given by the applicant and such other costs of investigation that may be incurred by the Board of Directors.
- Section 3. The Corporation shall maintain a suitable register for the recording of pledged or mortgaged parcels. Any pledgee or mortgagee of a parcel may, but is not obligated to, notify the Corporation in writing of the pledge or mortgage. In the event notice of default is given any member, under an application provision of the By-Laws, the Articles of Incorporation, or the Declaration, a copy of such notice shall be mailed to the registered pledge or mortgagee.

# ARTICLE XI AMENDMENT OF BY-LAWS

The By-Laws of the Corporation may be altered, amended or repealed, unless specifically prohibited herein, at any regular or special meeting of the members by a three-fourths (3/4) vote of all members of the Corporation, unless a contrary vote or additional consent is required pursuant to the Articles of Incorporation, and provided that notice of said membership meeting having been given in accordance with these By-Laws and that the notice as aforesaid contained a full statement of the proposed amendment.

#### ARTICLE XII

Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires.

Should any of the covenants herein imposed be void or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-Laws, and the Articles of Incorporation, the Articles of Incorporation shall prevail.

Rick Scott
GOVERNOR



Cissy Proctor
EXECUTIVE DIRECTOR

April 6, 2018

Jonathan P. Whitney, Esq. Lutz, BoBo & Telfair, P.A. Two N. Tamiami Trail, Suite 500 Sarasota, Florida 34236-5575

Re: Colony Hills Community Association, Inc.; Approved; Determination Number 18050

Dear Mr. Whitney:

The Department of Economic Opportunity (Department) has completed its review of the proposed revived declaration of covenants and other governing documents for the Colony Hills Community Association, Inc. and has determined that the documents revitalizing the covenants and restrictions comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the revitalization of the homeowners' covenants and other governing documents is approved.

This revitalization will not be considered effective until the requirements delineated in sections 720.407(1) - (3), Florida Statutes, have been completed.

Section 720.407(4), Florida Statutes, requires that a complete copy of all the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

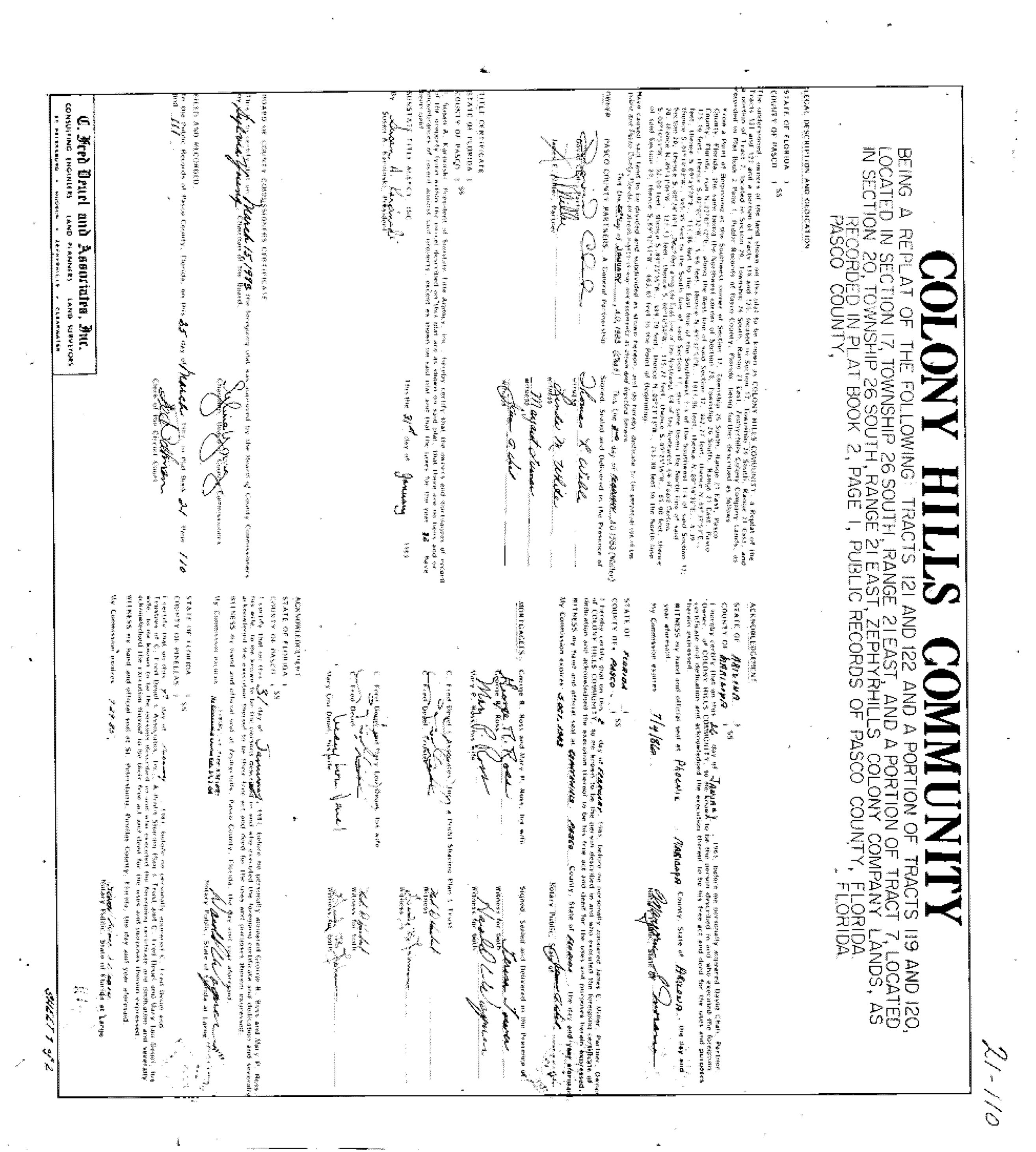
James D. Stansbury, Chief

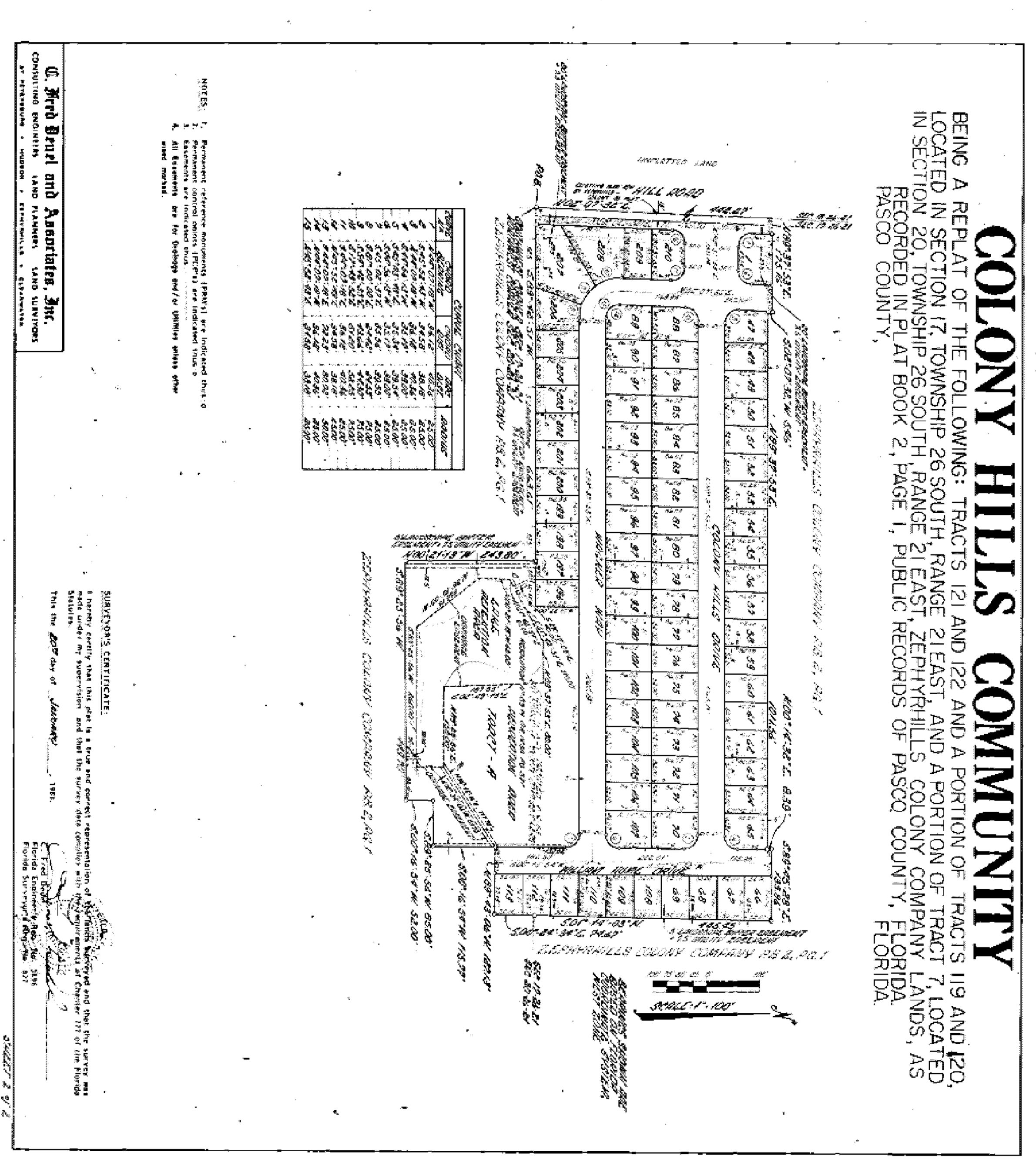
Bureau of Community Planning and Growth

JD\$/ss/rm

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399 850.245.7105 | <u>www.floridajobs.org</u> www.twitter.com/FLDEO | www.facebook.com/FLDEO

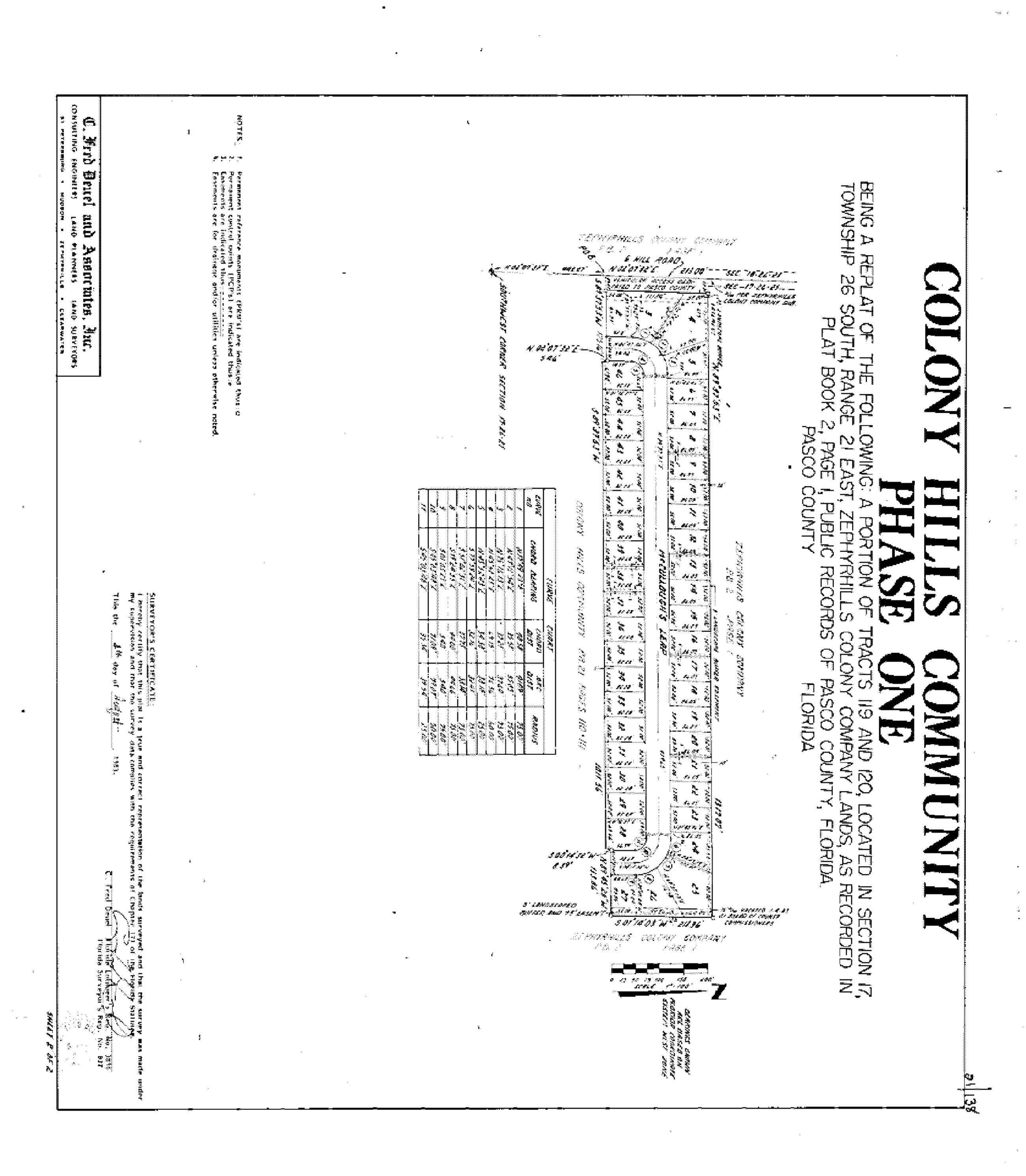
An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

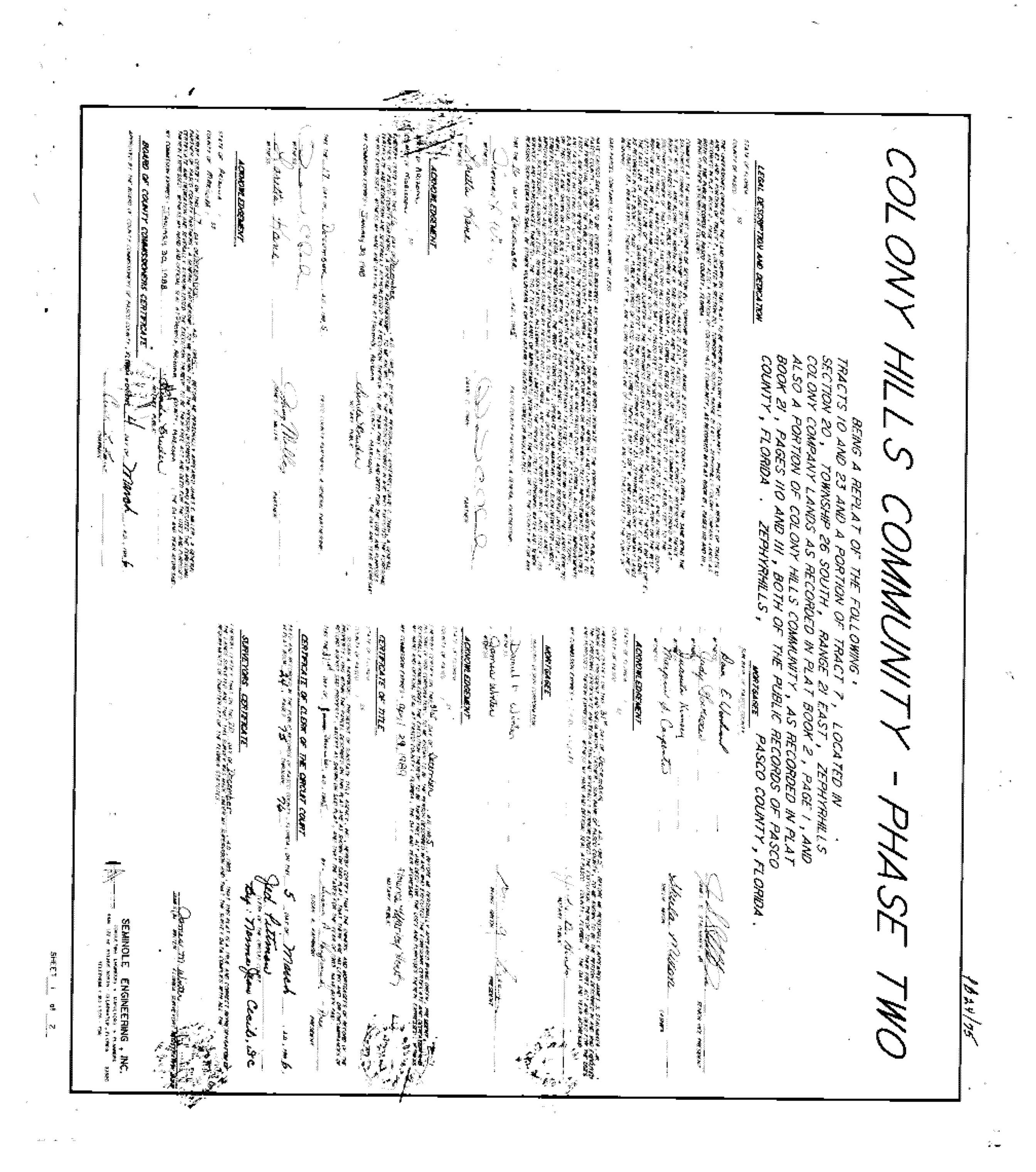


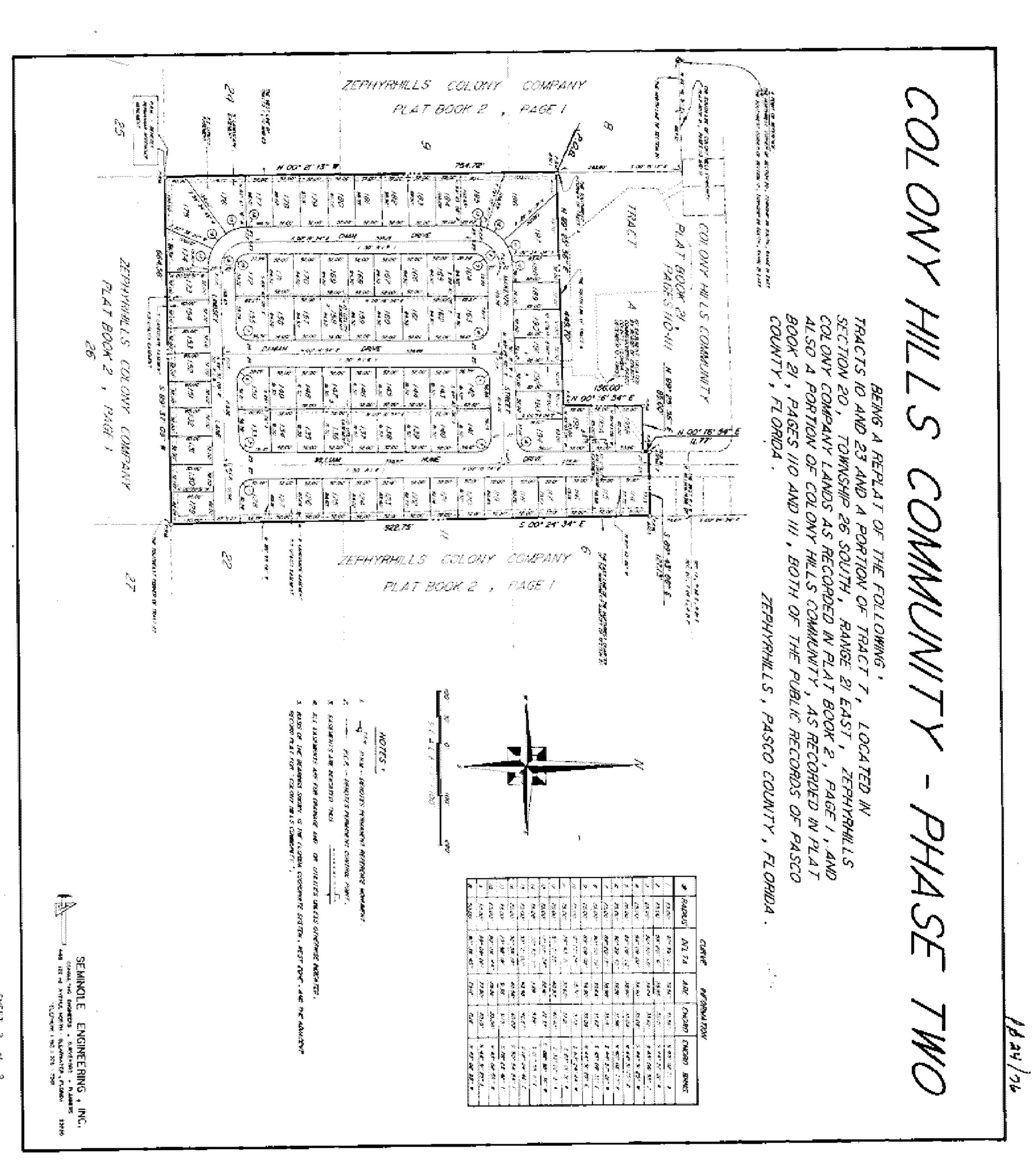


2/-//

|   | C. Then Denel and Associates, Ant. | TITLE CERTIFICATE  STATE OF FLORIDA    COUNTY OF PLACED   SS  1. Summ A. Marshanki. President of Sumiliate Title Agency. Inc., hereby certify that the owners and mortgages of second of the proceedy bind militing the parcel described on this pint are as shown on said plat that there are the tree year for have been paid.  SHASTATE FITTLE AGENCY, INC.  By: SHASTA K Parshanki. President.  ACA.  SHASTATE FITTLE CERTIFICATE.  SH | Community at the Southwest corner of Section 12. Township 26 South, Range 21 Bast, Peace County, Fibrida, runk % plays 35°E, 40, 17 test comply and set time of Sald Section 17 for a Point of Bedinstand there continue is an approximately. In the set of Section 181 index of Section 181 index of the Southwest 16 of the section 181 index of the southwest 181 index 181 index of the southwest 181 index of the southwest 181 index 181 index of the southwest 181 index  | HIPTION AND DECHEATION:  LORSON 1  PASCO 1 SS  PASCO 1 SS  PASCO 1 SS  Tracts of the land shown on this play to be known as COLOMY HILLS COMMUNITY PHASE ONE  Tracts of Tracts 119 and 135, localed in Section 11, Township 34 South, Range 11 test,  Identy Company Lands, as recorded in Play South 2 Page 1, Public Mesonch of Pasco County, Florica,  Testoricad as follows: | BEING A REPLAT OF THE FOLLOWING: A PORTION OF THE FOLLOWIN |
|---|------------------------------------|--|--|--|--|
| عَلَيْهِ الْاَرْضِ لِي الْمَا الْمِيْدِي الْمِيْدِي الْمِيْدِي الْمِيْدِي الْمِيْدِي الْمِيْدِي الْمِيْدِي الْم |                                    | ACKNOWNERDERS.  STATE OF FIGH DA 1 55  CROSSTY OF PASCO 1  I certify that on this 2/ day of  | COUNTY OF ALAMBARE 135  COUNTY OF ALAMBARE 15 CAN DESCRIPTIONS IN ASSESSED TO SEE ASSESSED TO SEE PROPOSED ASSESSED JAMES E. Miller, Parsner, Own I hereby certify stall on this proposed to see assessed to see the person described in and althought like see assessed to see his done ast and direct the sees and the jumpost series are directed and official seek at another seek at an alambar. Since of Official seek at an alambar seek at alam | COUNTY OF  | · we fight to be   |







## EXHIBIT F LEGAL DESCRIPTION OF AFFECTED PARCELS

Lots 1, 47-113, 196-210, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida; Lots 2-46, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida; and Lots 114 – 195, 195A, 195B, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida.

## EXHIBIT G OWNERS WITH LEGAL DESCRIPTION OF AFFECTED PARCELS

## Colony Hills Community Association Inc.

Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida; Less the South 104.0 feet of the most Easterly 85.0 feet thereof.

## Carole E. Boykin

Lot 210, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## George E. Roach and Carol J. Roach

Lot 209, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Carl Daniel Glover and Delia Rodriguez Glover

Lot 208, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

#### J. Richard Schavillie and Diana Lynn Schavillie

Lot 207, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## James A. Carabineris and Mary Ellen Carabineris

Lot 206, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Dale L. Seaworth and LaVonne Seaworth as Co-trustees of the Seaworth Family Trust No. 97-1

Lot 205, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

#### Evangeline Ann Cunningham

Lot 204, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

#### Bernard L. Moran and Connie S. Moran

Lot 203, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Mary E. Kennedy

Lot 202, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Sharon L. McMillan and Wanda Fleming

Lot 201, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

### Dale W. Brauer and Rebecca J. Brauer

Lot 200, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## George Thompson

Lot 199, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Andrew T. Jensen and Carol Jensen

Lot 198, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Edward J. Hickey and Nora L. Hickey

Lot 197, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Joseph A. Bard and Thala A. Bard

Lot 196, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## James S. and Rita M. Biek Family Trust

Lot 113, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Earl H. Angel and Alice L. Angel as ttee of the Angel Trust dated April 10, 2001

Lot 112, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

#### Lee C. Raab and Susan M. Raab

Lot 111, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Carl M. Zimmerman and Mary Louise Zimmerman

Lot 110, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

#### Daniel James Caughey

Lot 109, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

#### Patricia Anne Valois

Lot 108, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## David G. Rugg and Norma J. Rugg

Lot 107, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## David L. Brisbin and Sandra J. Brisbin

Lot 106, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Max A. Zoretic

Lot 105, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Irene P. Kessler as Trustee of the

## Irene P. Kessler Revocable Trust Agreement utd 11/19/97

Lot 104, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

#### Sarah June Wilson, June Sarah Evans and Edwin J. Evans

Lot 103, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

#### James L. Tucker & Janice Tucker

Lot 102, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

#### George R. Lastowski

Lot 101, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Raymond A. Beaudoin and Violet P. Beaudoin, trustees of the Beaudoin Family Trust

Lot 100, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

#### Thomas R. Tesluck and Leona M. Tesluck

Lot 99, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

#### James C. Lepine and Loretta J. Lepine

Lot 98, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## William T. Doak

Lot 97, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

#### Luanne J. Swihart

Lot 96, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

### Donald C. Blattert and Mary A. Blattert

Lot 95, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Thomas A. Shepherd and Nancy M. Sheperd

Lot 94, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Nancy O'Neil and Joseph M. O'Neill

Lot 93, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Robert A. Morningstar and Kathleen J. Morningstar

Lot 92, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Angel Louis Ramos and Delia Iris Ramos

Lot 91, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

#### William P. Kleinhans and Ruthann Kleinhans

Lot 90, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

#### Marjorie Ann Skillman

Lot 89, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Arthur J. Walker and Martha J. Walker and James S. Walker

Lot 88, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

#### Mary F. Mancuso

Lot 87, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Louise Thoma

Lot 86, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

# Lois Eckhardt Lawton as trustee of the Lois Eckhardt Lawton Trust Lot 85, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Delbert L. Overby and Mary Sue Balance-Overby as co-trustees of the Overby Family Living Trust

Lot 84, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Marilyn L. Carleton

Lot 83, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Raymond O. Johnson and Barbara A. Johnson

Lot 82, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Robert L. Bye and Nancy A. Bye

Lot 81, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Ernest A. Gardner and Hazel Honer-Gardner

Lot 80, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

#### Douglas M. Drew Trust and Joanne M. Drew Trust

Lot 79, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

#### James H. Parkinson

Lot 78, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

#### Barbara L. Harrie

Lot 77, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Barbara A. McKnight

Lot 76, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Felice Reitano and Carolyn A. Reitano

Lot 75, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Carolyn L. McHenry

Lot 74, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Ralph Russell and Carol Russell

Lot 73, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Gary W. Bell and Martha P. Bell

Lot 72, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Delmont E. Hartt and Sheila Hartt

Lot 71, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Iris A. Bryndle

Lot 70, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

#### Rocco T. Dicintio and Valerie A. Dicintio

Lot 69, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Larry J. Jackson and Lynda L. Jackson

Lot 68, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

#### Real L. Levesque and Jean Levesque

Lot 67, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Paul A. Jorcak and Victoria J. Jorcak

Lot 66, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Margeret A. Baldukas and Beth A. Hokanson

Lot 65, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

#### Patricia A. Greenshields

Lot 63, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

#### Bernice P. McCabe

Lot 62, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Frances M. Kesling

Lot 61, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Robert Hanshaw and Jane Hanshaw

As trustees of the Robert and Jane Hanshaw Trust

Lot 60, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

#### Robert R. Cortese and Jane R. Cortese

Lot 59, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

#### June A. Gordon

Lot 58, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

#### Sandra Chabrian

Lot 57, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Donald L. Ackley and Caroline N. Ackley

Lot 56, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

#### Robert G. Swan and Deborah S. Swan

Lot 55, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Jack L. Haman and Joyce R. Haman as Co-trustees of the Haman Living Trust

Lot 54, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

#### James E. Richards

Lot 53, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Mary Ann Marino

Lot 52, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Shirley M. Withee

Lot 51, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## William Frederick Kolb and Katherine Jean Kolb as trustees of the Kolb Family Trust No. WF1

Lot 50, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

#### Dan Mullins and Bonnie Mullins

Lot 49, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Larry and Beverly Fischer Living Trust

Lot 48, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

## Paul E. Keberly and Geraldine L. Keberly as trustees of the Paul and Geraldine Keberly Joint Living Trust

Lot 47, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

#### William H. Radcliff and Shirly J. Radcliff

Lot 46, Colony Hills Community as per plat thereof recorded in Plat Book 21, Pages 110-111, of the Public Records of Pasco County, Florida

#### Colony Hills Community Phase One

#### Dorothea B. Mikalauskas

Lot 2, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

## Carl Featherly & Elizabeth Featherly

Lot 3, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

#### Elden Dale Arner and Doris Ann Arner,

as Trustees of The Elden Dale Arner and Doris Ann Arner Living Trust Lot 4, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

## Robert E. Baerman and Linda F. Higgins

Lot 5, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

## Thomas F. Wiley

Lot 6, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

### Bruce A. Will and Mary Ellen Will

Lot 7, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

## Richard A. Miller and Marie A. Miller

Lot 8, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

## Norma J. Dummond

Lot 9, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

## Gordon A. Myers and Floye A. Myers

Lot 10, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

#### Janice Marie Wilson

Lot 11, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

#### John McEachern and Bette McEachern

Lot 12, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

#### Kenneth R. Tuttle and Nancy A. Tuttle

Lot 13, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

## Jeffery K Jenson

Lot 14, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

#### Ronald N. Harlow and Karen J. Hollinger

Lot 15, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

## Raul W. Waters and Amy R. Waters

Lot 16, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

## Stephen J. Paprocki and Ruth A. Paprocki

Lot 17, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

## Joseph L. Loverme and Nancy J. Loverme

Lot 18, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

## Mary M. Keefe, Trustee of the Keefe Family Trust

Lot 19, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

## Brian H. Guckert

Lot 20, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

## Ronald L. Boda, Sr. and Beverly V. Boda

Lot 21, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

#### Ronald E. Dunbar and Jael A. Crable

Lot 22, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

#### Albert G. Fava and Maryann M. Fava

Lot 23, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

#### Colleen B. Franzese and Margaret Young

Lot 24, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

## William F. Sayward and Brenda J. Sayward

Lot 25, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

#### Lynn A. Sizler

Lot 26, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

## Claudette D. Champagne and Susan Marie Boucher

Lot 27, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

## Bernadine A. Trent, Trustee of the Trent Trust dated July 8, 2016

Lot 28, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

#### Linda R. Stevens

Lot 29, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

Charles W. Morse and Janet J. Morse, Trustees of the Morse Revocable Living Trust
Lot 30, Colony Hills Community Phase One as per plat thereof recorded in Plat
Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

## Patricia A Schumacher and Edward Borst

Lot 31, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

#### Donald B. Freemen

Lot 32, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

#### Ronald J. Pohl and Carol Pohl

Lot 33, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

#### Donald R. Kuhn and Golda J. Kuhn

Lot 34, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

#### Betty L. D'Avignon

Lot 35, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

## Marion R. Archer

Lot 36, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

#### Martha E. Edwards

Lot 37, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

## Anthony Cerrito

Lot 38, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

## William L. Delapp and John E. Delapp

Lot 39, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

### George Louis Racz and Eva May Racz

Lot 40, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

## Theodore F. Bustance and Susan Bustance

Lot 41, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

## Julia M. Decker

Lot 42, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

## Ronald R. Roch and Marcella Roch

Lot 43, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

#### Barbara Zouvelekis

Lot 44, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

## David Childs & Mary Childs

Lot 45, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

#### James P. LaRoy and Laura LaRoy

Lot 46, Colony Hills Community Phase One as per plat thereof recorded in Plat Book 21, Pages 137-138 of the Public Records of Pasco County, Florida

## Colony Hills Community Phase Two

Theodore G. Brown and Wilma J. Brown,

<u>Trustees of the Theodore G. Brown and Wilma J. Brown Trust dated November</u>

<u>12, 2003</u>

Lot 114, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## Susie Jo Simpson

Lot 115, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## Louis J. Flannigan and Deborah L. Flannigan

Lot 116, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Linda Gates and Kelli Sue Martin

Lot 117, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## JC Thompson and Mary Lou Thompson,

## Trustees of the James G Thompson and Mary Lou Thompson Trust

Lot 118, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## Raymond L. Spaulding

Lot 119, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### John R. Finkell, Sr. and Barbara Finkell

Lot 120, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Burvellee Cook

Lot 121, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Frank R. Verhille and Lucille Allen Verhille

Lot 122, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Allan Cecchini and Karen M. Cecchini

Lot 123, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Charles E. Murphy and Jeanne C. Murphy

Lot 124, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Richard D. Steeves and Claudia F. Steeves

Lot 125, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### John Panipinto

Lot 126, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## Jennie L. Campbell

Lot 127, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## Howard A. Goodridge and Margaret J. Goodridge,

## Trustees of the Howard A. & Margaret J. Goodridge Living Trust

Lot 128, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## Linda Sawyer

Lot 129 and the East 3.00 feet of Lot 130, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Diana Derosa

Lot 130, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## Leland D. Depue and Darlene A. Depue,

## Co-Trustees of the Depue Family Revocable Living Trust

Lot 131, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Vern Fox and Joyce L. Fox,

#### Co-Trustees of the Vern Fox and Joyce L. Fox Revocable Trust

Lot 132, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## Michael B. Kline and Monica R. Kline

Lot 133, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Patricia A. Lang

Lot 134, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Thomas E. Goldthwaite And Donna J. Goldthwaite

Lot 135, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Gary A. Adams and Debbie L. Adams

Lot 136, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## Donald E. Starke, Trustee of the Donald E. and Dolores Stark Trust

Lot 137, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## Shirley L. Crawford

Lot 138, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Earl P. Six and Edra F. Six

Lot 139, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### John A. Stark and Carlene Stark

Lot 140, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## Miguel Cebollero

Lot 141, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## Harry J. Howell and David M. Howell

Lot 142, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Barry W. Burns and Linda L. Burns

Lot 143, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Joseph C. Comeau, Sr.

Lot 144, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Edward C. Batten and Barbara A. Batten

Lot 145, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Thomas W. Voirol and B. Ellouise Voirol

Lot 146, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### William D. Roche and Patricia F. Roche

Lot 147, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## Raymond W. Andrews and Sandria F. Andrews

Lot 148, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## David L. Kinney and Mary E. Kinney and Robert L Scofield and Jolene A. Scofield

Lot 149, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## Ronald Glantz and Betty S. Glantz

Lot 150, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## Nancy M. Below

Lot 151, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Dorothy M. Madden

Lot 152, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## Kenneth D. Robertson and Cynthia D. Robertson

Lot 153, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Donald L. McCrady and Joyce K. McCrady

Lot 154, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Nancy Lail

Lot 155, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Dorothy Ansell, deceased

Lot 156, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### David Kuhn

Lot 157, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Kevin J. Gordon and Lenora S. Gordon

Lot 158, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## John T. Barrows. Trustee of the John R. Barrows Trust

Lot 159, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## Billy A. Miller and Nancy J. Miller

Lot 160, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## Wilson C. Marsh and Beatrice L. March,

as Trustees of the Marsh Family Living Trust dated February 12, 2004

Lot 161, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### John Scott Newman and Sandra Ann Newman

Lot 162, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## Gladys P. Hartwick

Lot 163, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

James M. Sumner, Trustee of the James M. Sumner Living Trust Lot 164, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Gary B. Tourtillote and Karen M. Tourtillote

Lot 165, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Alberta I. Hoseney

Lot 166, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Judith Ann James, trustee of the Judy James Revocable Trust

Lot 167, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Charles H. Gallant

Lot 168, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Michael Donofrio, Sr. and Carol Donofrio

Lot 169, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## Janet L. Taylor and Gabriel C. Coronado, Jr.

Lot 170, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## John C. Carroll and Linda L. Carroll

Lot 171, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Irene Sharawskas

Lot 172, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## Larry C. Freeman

Lot 173, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Barbara S. Larue

Lot 174, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## Donald C. Racine, Trustee of the Donald C. Racine Living Trust

Lot 175, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## Larry J. Shagene and Linda K. Palumbo and S.L. Ingham

Lot 176, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### James V. Marcellino and Irene K. Marcellino

Lot 177, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Calvin J. Jackson and Mary Gentle

Lot 178, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Raymond E. Perry and Harriett E. Perry

Lot 179, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## Mark D. Herry and Deborah M. Herry

Lot 180, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## Frederick C. James and Judith I. James of the Frederick C. James and Judith I. <u>James Living Trust</u>

Lot 181, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## Robert E. Weaver and Barbara J. Weaver

Lot 182, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## Carlos Terry and Jo Ann Terry, Trustees

of the Carlos and Jo Ann Terry Revocable Inter Vivos Trust Agreement

Lot 183 Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Robert W. Snyder and Marcia A. Snyder

Lot 184, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## Marie B. Hagerman and Reis F. Hagerman

Lot 185, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Robert G. Palmer and Donna L. Palmer

Lot 186, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## Lucille K. Drysdale Trust

Lot 187, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Gerald W. Irons and Carol A. Irons

Lot 188, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Jimmie L. Thomas and Pamela J. Thomas

Lot 189, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Robert W. Gurdak and Dorothy M. Gurdak

Lot 190, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### James Lafrinere and Mary Lafrinere

Lot 191, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## Douglas Holmes and Kathleen O'Conner

Lot 192, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## James Holland and Maryann Holland

Lot 193, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## Yvette R. Sullivan, as trustee

## of the Joseph D. Sullivan and Yvette R. Sullivan Living Trust

Lot 194, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

## James S. Walker and Patti K. Walker

Lot 195, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

William G. Maurina and Nancy L. Maurina as trustees of the W.G. and N.L. Maurina Living Trust

Lot 195A, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida

#### Cynthia Millican and James Millican

Lot 195B, Colony Hills Community Phase Two as per plat thereof recorded in Plat Book 24, Pages 75-76 of the of the Public Records of Pasco County, Florida