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08/31/09 \_\_\_\_\_ Dpty Clerk

Prepared by & RETURN TO:

Jonathan James Damonte  
Jonathan James Damonte, Chartered  
12110 Seminole Blvd.  
Largo, FL 32778

PAULA S. O'NEIL, PASCO CLERK & COMPTROLLER  
08/31/09 10:28am 1 of 10  
OR BK 8159 PG 875

File No.: 09-059

**GRAND HORIZONS HOMEOWNERS ASSOCIATION, INC.**

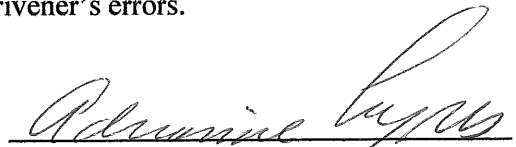
**CERTIFICATE OF FILING**  
**AMENDED AND RESTATED**  
**DECLARATION OF COVENANTS AND RESTRICTIONS**

I, ADRIANNE AYRES, as Secretary of Grand Horizons Homeowners Association, Inc., a Florida corporation not for profit (the "Association"), do hereby certify:

That the attached is a true and correct copy of the Amended and Restated Declaration of Covenants and Restrictions of the Association as adopted by the Board of Directors of the Association on May 26, 2009, and approved by written consent of not less than two-thirds (2/3) of the members of the Association as of July 8, 2009. This Amended and Restated Declaration of Covenants and Restrictions ("Declaration") amends and restates the Declaration recorded in O.R. Book 3753, Page 965, of the Public Records of Pasco County, Florida.

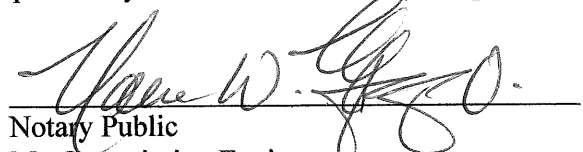
The attached document is being re-recorded to correct scrivener's errors.

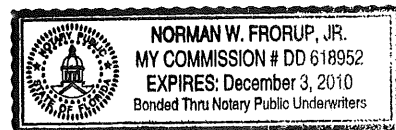
Dated this 27 day of August, 2009.

  
Adrienne Ayres, Secretary

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of August, 2009, by Adrienne Ayres, as Secretary of Grand Horizons Homeowners Association, Inc., a Florida corporation not for profit, on behalf of the corporation. She:  is personally known to me or  has produced Florida driver license as identification.

  
Notary Public  
My Commission Expires:



AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
GRAND HORIZONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR GRAND HORIZONS, as recorded in O.R. Book 3753, Page 965, Public Records of Pasco County, Florida, is hereby amended and restated this 8th day of July, 2009, by GRAND HORIZONS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation. These covenants, restrictions, easements, and conditions shall run with the Land; shall be binding on all persons and entities having any right, title or interest in the Land or any part thereof, and their heirs, successors, and assigns; and shall inure to the benefit and limitation of all present and future owners, tenants and residents of the Land, except as provided below. The covenants, restrictions, easements and conditions are as follows:

ARTICLE I  
DEFINITIONS

1.1 "Assessment" means a sum or sums of money payable to the Association as authorized in the governing documents, which if not paid by the owner of a Lot, can result in a lien against the Lot.

1.2 "Association" means and refers to GRAND HORIZONS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, which shall have the duties as set forth in this Declaration, and those other powers, duties, rights, obligations and authority as established by this Declaration, the Articles of Incorporation and the Bylaws of the Association.

1.3 "Board" or "Board of Directors" means and refers to the duly constituted Board of Directors of the Association.

1.4 "Common Area", "Common Areas" or "Common Property" means and refers to all of the Land, less and except therefrom all Lots as defined herein.

1.5 "Community" means and refers to "GRAND HORIZONS", which is the real property that is subject to this Declaration of Covenants and Restrictions, which was originally recorded in O.R. Book 3753, Page 965 of the public records of Pasco County, Florida, which subjects the land comprising the Community to the jurisdiction and control of the Association in which the owners of the Lots must be Members.

1.6 "Governing Documents" means and refers to:

(a) This recorded Amended and Restated Declaration of Covenants and Restrictions for Grand Horizons, and all subsequent duly adopted and recorded Amendments, and recorded exhibits thereto; and

(b) The Articles of Incorporation and Bylaws of the Association, and any subsequent duly adopted amendments thereto.

1.7 "Land" means and refers to that certain real property described in Exhibit "A" attached hereto and made a part hereof, and such additional real property as may hereafter be specifically made subject to this Declaration.

1.8 "Lot" or "Lots" means and refers to any plot of real property intended for use as a homesite and described or shown as a Lot on the plats of Grand Horizons, as recorded in Plat Book 34, Pages 99-102; Plat Book 49, Pages 121-122; Plat Book 53, Pages 120-123; and Plat Book 61, Pages 23-26, public records of Pasco

County, Florida, and any future recorded subdivision map or plat of all or any part of the Land, including such additional real property as may hereafter be specifically made subject to this Declaration.

1.9 "Maintenance" means and refers to the exercise of reasonable care to keep the common area buildings, roads, landscaping, common lighting and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted practices necessary to promote a healthy, weed-free environment for optimum plant growth.

1.10 "Member" means a Lot owner who is required to be a member of the Association and is obligated by the governing documents to pay an Assessment to the Association that, if not paid, may result in a lien.

1.11 "Owner" means and refers to the record owner of legal title to a Lot.

1.12 "Recreational Facility" or "Recreational Facilities" means and refers to the clubhouse, swimming pool, shuffleboard courts, horseshoe pits and barbeque areas now located in the Community, and any additional facility hereafter constructed on any part of the real property described above and expressly designated in writing as a Recreational Facility as such term is used in this Declaration.

1.13 "Road System" means and refers to those roadways and streets established on or upon the Land of the Community that provide access to and from the individual Lots and the Common Areas.

1.14 "Special Assessment" means a sum or sums of money in addition to the regular Assessments levied by the Association through the Board of Directors.

1.15 "Surface and Storm Water Management System Facilities" means, but is not limited to, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

1.16 "Voting Interest" means the voting rights distributed to the members of the Association, pursuant to the governing documents.

## ARTICLE II RIGHT TO USE RECREATIONAL FACILITIES AND SECURITY GATES

2.1 Right to Use Recreational Facilities. Each Owner shall have a nonexclusive right to use any Recreational Facility, regardless of whether owned or controlled by the Association or any other third party. This right shall be appurtenant to the Owner's fee simple interest in a Lot.

2.2 Rules and Regulations regarding use of a Recreational Facility may be adopted, amended or revised from time to time by the Board of Directors of the Association. A copy of the Rules and Regulations will be provided to each Owner, including any amendments or revisions thereto, and will be posted in a conspicuous place in the Community. Such Rules and Regulations may include rules regarding use of the Recreational Facilities of the Community by the Owners, tenants or guests and may establish the days and hours the facilities will be available for use. The Owners and their tenants or guests must abide by the Rules and Regulations and the hours of use of each facility. Those Rules and Regulations and posted hours of use of facilities are incorporated herein by reference as though set out in full. The Association reserves the right to suspend the right of any person to use any Recreational Facility for a period not to exceed sixty (60) days for each infraction by such person of the Rules and Regulations or hours of use.

2.3 The Association reserves the right to suspend an Owner's right (or the right of any person claiming through the Owner) to use any Recreational Facility for any period during which any Assessment or Special Assessment due to the Association remains unpaid and, for a period not to exceed sixty (60) days, for each infraction by such Owner or his tenants or guests of any of the terms and provisions of this Declaration and for any period during which such Owner or his tenants or guests remain in violation of any of the terms and provisions of this Declaration.

2.4 Use By Others. An Owner's right to use any Recreational Facility shall inure to the benefit of all persons properly in possession of and residing on such Owner's Lot, including his family members, tenants, or contract purchasers. The privilege of the tenants and guests of Owners to use any Recreational Facility shall be determined from time to time by the Rules and Regulations and by the posted hours of use.

2.5 Security Gates. The Association shall have the right, but not the obligation, to establish security gates at various locations on any road right of way in the Community and require persons using the road to present appropriate identification, key, card, or other item in order to pass through the gate.

### ARTICLE III UTILITIES AND SERVICES

3.1 Easements for Drainage and Utilities. The Association reserves the exclusive right to grant drainage and utility easements over, upon, across and under any portion of the Common Area and any part of any Lot lying within ten (10) feet of and adjacent to any road, or in any area where it may be deemed appropriate for the purpose of establishing a utility or drainage easement. Such drainage easements shall include, without limitation, the right to drain surface water from any part of the land or any real property adjacent to the Land. Such utility easements shall include, without limitation, the right to install, replace, repair and maintain utility lines, wires, poles, and other equipment and facilities for water, sewer, electricity, gas, telephone, and cable television, or other such utilities of any kind whatsoever, and the right of ingress and egress to and from such utility lines, wires, poles and other equipment and facilities. The Association reserves the right to determine the appropriate utility or drainage easement to be granted, and upon granting a utility or drainage easement for one purpose or entity, reserves the right to withhold approval for any other utility or drainage easement, subjecting all utility or drainage easements for a particular entity or purpose if so determined by the Association. Any person, firm, utility or other entity seeking to utilize a utility or drainage easement must receive prior written authorization from the Association, unless such requirement is waived and such waiver recorded in the public record.

3.2 Maintenance of Systems. The Association shall maintain, in reasonable order and repair, the surface water drainage system serving the Community. The Association's obligation to maintain any portion of the surface water drainage systems shall exist only until such portion is dedicated or transferred to, and responsibility for maintenance of such portion is accepted by any public agency or authority, any public or private utility company, or other entity. It is intended that the Association shall be responsible for the perpetual operation and maintenance of the drainage structures of the Community. The Association shall be responsible for operation, maintenance and repair of the streets and roadways of the Community dedicated to the Association, and if acquired by it by purchase, lease or other means, the operation, maintenance, repair and improvement of the Common Areas.

3.3 Each of the following easements is a covenant running with the Land of the Community and notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper use and purpose.

3.3.1 Utilities. There shall exist appurtenant easements as between each Lot for the installation and maintenance of utilities and drainage facilities which specifically include drainage for

the purpose of storm water drainage. Additionally, utility easements shall exist appurtenant to each Lot as may be required for the provision of all utility services to properly serve the Community. The exact location of the utility and drainage easements will exist as they appear on the plat maps of GRAND HORIZONS which have been recorded in the following Plat Books/Pages: PB 34, Pgs 99-102; PB 49, Pgs 121-122; PB 53, Pgs 120-123; and PB 61, Pgs 23-26, public records of Pasco County, Florida.

3.3.2 Perpetual Non-Exclusive Easement in Common Areas. The Common Areas shall be and the same are hereby declared to be subject to perpetual nonexclusive easements in favor of all the Owners of Lots in the Community for their use and the use of their guests and invitees, for all proper and normal purposes for which the same are reasonably intended.

3.3.3 No Partition. There shall be no judicial partition of the Common Areas by any Owner and no person acquiring an interest in the Community or any part thereof, may seek judicial partition thereof.

#### ARTICLE IV MAINTENANCE

4.1 The Association shall maintain, in reasonable order and repair, the Surface and Storm Water Management System Facilities and the operation, maintenance and repair of the roadways and Common Areas and improvements thereon serving the Community. The maintenance, repair and operation of the Common Areas owned by the Association, and any other improvements and facilities shall be the responsibility of the Association as a common expense.

4.2 Surface and Storm Water Management System Facilities:

4.2.1 Southwest Florida Water Management District (“SWFWMD”) has the right to take enforcement measures, including civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Surface and Storm Water Management System Facilities.

4.2.2 Any amendment to this Declaration affecting the Surface and Storm Water Management System Facilities shall have the prior written approval of SWFWMD.

4.2.3 If the Association ceases to exist, all of the Lot Owners shall be jointly and severally responsible for the operation and maintenance of the Surface and Storm Water Management Facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternative entity assumes responsibility.

4.2.4 The Surface and Storm Water Management System Facilities requires ongoing monitoring and maintenance requiring the Association to allocate sufficient funds in its budget for monitory and maintenance of the wetland mitigation areas each year until SWFMWD determines that the areas are successful in accordance with the Environmental Resource Permit.

#### ARTICLE V ASSESSMENTS

5.1 Covenant to Pay Assessments. Each Owner of any Lot, including any purchaser at a judicial sale (by acceptance of a deed or other instrument of conveyance therefor, whether or not it shall be so expressed in such deed or instrument of conveyance), the estate of any Owner, and any person with an equitable interest in the Lot

is deemed to covenant and agrees to pay Assessments to the Association. Such Assessments shall be established and collected for the operation of, and for the payment of expenses allocated or assessed to or through the Association, of and for the maintenance, management, operation and insurance of the Common Property and Recreational Facilities (including, without limitation, the Surface and Storm Management Systems) and the Association, including such reasonable reserves as the Association may deem necessary, capital improvements, Special Assessments as provided in Section 5.5 hereof, and all other charges and Assessments fixed, established and collected from time to time as herein provided. In addition, Special Assessments may be levied against particular Owners, Lots for fines, expenses incurred against particular Lots and/or Owners to the exclusion of others, and other charges against specific Lots and/or Owners as contemplated in this Declaration. All of the Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. No Owner may waive or otherwise escape liability for the payment of any Assessment by non-use of all or any part of the Common Area, Recreational Facilities, or drainage systems, roads, and water and sewer facilities serving the Land, or by abandonment of his ownership interest in the Lot. No Owner may be excused from the payment of Assessments established by this Declaration.

5.2 Creation of Lien. All Assessments established by this Declaration, together with interest on delinquent Assessments as hereafter provided, costs, and reasonable attorneys fees, shall be a charge upon the Land and shall be a continuing lien upon the Lot against which each such Assessment is levied. Each Owner hereby grants to the Association a lien on the Owner's Lot to secure the payment of all Assessments levied against the Lot, together with interest, costs, and reasonable attorneys' fees.

5.3 Personal Obligation. The Assessments levied against an Owner's Lot, together with interest on delinquent Assessments as hereafter provided, costs, and reasonable attorneys' fees, shall be the personal joint and several obligation of all persons and entities who were the Owners of the Lot at the time when the Assessment became due, and shall also be the personal obligation of the person who is the Owner of such property at the time when the Assessment became due and all subsequent Owners until paid.

5.4 Purpose of Assessments. The regular Assessments levied by the Association shall be used for the purposes expressed in Section 5.1 above and for such other purposes as the Association shall have within its power and from time to time elect to undertake.

5.5 Special Assessments. In addition to the regular Assessments which are or may be levied hereunder, the Association (through the Board of Directors) shall have the right to levy Special Assessments against an Owner to the exclusion of other Owners (a) for the repair or replacement of damage to any portion of the Common Property (including, without limitation, improvements and landscaping thereon) caused by the misuse, negligence or other action or inaction of an Owner or the Owner's family, guests, or tenants; (b) to obtain funds for a specific purpose(s) which is of a non-recurring nature, for which no reserve funds (or inadequate reserve funds) have been collected or allocated. Any such Special Assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing, foreclosure procedures, late charges and interest. Any Special Assessment levied hereunder shall be due within the time specified by the Board of Directors in the action imposing such Assessment or may be of an ongoing nature as provided in Article V hereof.

5.6 Certificate. The Association shall, upon request and for a reasonable charge, furnish a certificate signed by the Association, setting forth whether or not all Assessments levied on a specified Lot have been paid, and such Certificate shall be conclusive evidence of the payment thereof.

ARTICLE VI  
APPROVAL REQUIRED FOR IMPROVEMENTS

6.1 No structure of any kind, other improvement, or any exterior alteration, addition, deletion or repair (other than repairs restoring the structure or improvement to its original appearance and color) to any existing structure or improvement, including without limitation buildings, walls, fences, screen enclosures, landscaping, and change of exterior color or finish, shall be erected, placed, made or maintained upon any Lot, unless and until the plans, specifications, exterior color and finish, location and construction schedule of the same shall have been submitted to and approved in writing by the Architectural and Landscaping Committee (the "ALC") of Association.

6.2 The ALC shall review and evaluate such plans, specifications, exterior color and finish, location, and construction schedule, as to harmony of exterior design and color, natural environment and location in relation to surrounding structures, landscaping and topography. The ALC may refuse to approve such plans, specifications, exterior color and finish, location and construction schedule upon grounds, including purely aesthetic considerations, which the ALC may, in its sole discretion, determine significant to preserve the environment and the harmony of the Community.

ARTICLE VII  
INITIAL HOME PURCHASE AND SETUP

7.1 Initial Home Purchase and Setup. The initial home located on the Lot shall be a manufactured home and sited on the Lot in a manner and with the amenities and appurtenances required by the Association.

ARTICLE VIII  
RULES AND REGULATIONS

8.1 The Rules and Regulations attached hereto as Exhibit "B" which are incorporated into this Declaration by this reference and which may be modified, in whole or in part, at any time by the Board of Directors without the necessity of recording such new or amended Rules and Regulations in the public records of Pasco County, Florida, provided that the Board of Directors shall notify the Members of all amendments of Rules and Regulations as aforesaid.

ARTICLE IX  
COMPLIANCE AND ENFORCEMENT

9.1 Compliance by Members. Every Member shall comply with the restrictions and covenants set forth herein and any and all Rules and Regulations which from time to time may be adopted by the Board of Directors of the Association.

9.2 Enforcement. Failure of a Member to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the rights of use of Common Property (except for legal access) of defaulting Members.

9.3 Fines. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon a Member for his or his family, guests, tenants, or invitees to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Member of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Member shall present reasons why a fine(s) should not be imposed. At least six (6) days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why a fine(s) should not be imposed. A written decision of the Board of Directors shall be submitted to the Member by not later than twenty-one (21) days after the Board of Director's meeting. The Member shall have a right to be represented by counsel and to cross examine witnesses.

(c) Amounts: The Board of Directors (if its or such panel's findings are made against the Member) may impose Special Assessments against the Lot owned by the Member as follows:

(i) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

(ii) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).

(iii) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature after notice thereof (even if in the first instance): a fine not in excess of One Thousand Dollars (\$1,000.00).

(iv) Provided, however, to the extent that state law is modified to permit fines of greater amounts, the Declaration automatically shall be amended to include such increase.

(d) Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments, and the lien securing same, as set forth herein.

(f) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association otherwise legally may be entitled; provided, however, any penalty paid by the offending Member shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Member.

9.4 No Waiver of Rights. The failure of the Association to enforce any right, rule, provision, covenant or restriction which may be granted by the plat maps of GRAND HORIZONS recorded in the following Plat Books/Pages: PB 34, Pgs 99-102; PB 49, Pgs 121-122; PB 53, Pgs 120-123; and PB 61, Pgs 23-26, public records of Pasco County, Florida, by this Declaration, or by other instrument of public record shall not constitute a waiver of the right of the Association to enforce such right, rule, provision, covenant or restriction in the future.

#### ARTICLE X GENERAL PROVISIONS

10.1 Duration. The covenants, restrictions, easements and conditions set forth in this Declaration, as they may be amended from time to time, shall run with the Land, shall be binding on all persons and entities having



any right, title and interest in the Land or any part thereof, and their successors, heirs and assigns, and shall inure to the benefit and limitation of the Association and all present and future Owners, tenants and residents of the Community, for a term of twenty (20) years from the date this Declaration was recorded in the public records for Pasco County, Florida. After this twenty (20) year period, these covenants, restrictions, easements and conditions shall automatically be extended for successive periods of twenty (20) years unless an instrument is signed by the Board of Directors of the Association and the then Members of not less than two-thirds (2/3) of the total Voting Interests of the Association agreeing to change or terminate, in whole or in part, the terms and provisions of this Declaration. Such instrument must be filed in the public records of Pasco County, Florida.

10.2 Amendment. The covenants, restrictions, easements, and conditions of this Declaration, or any of them, may be amended, partially or entirely eliminated, or terminated, at any time and from time to time by a majority vote of the Board of Directors at any duly called meeting, and approved by the affirmative vote of not less than two-thirds (2/3) of the total Voting Interests of the Association. All amendments to the covenants, restrictions, easements, and conditions of this Declaration must be filed in the public records of Pasco County, Florida.

10.3 No provision of the covenants, restrictions, easements, and conditions of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of the covenants, restrictions, easements, and conditions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text and underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of covenants, restrictions, easements, and conditions of the Declaration. See provision \_\_\_\_\_ for present text."

10.4 Enforcement and Attorney Fees. Enforcement of the covenants, restrictions, easements and conditions set forth in this Declaration, as they now exist or may hereafter be amended, shall be by any action or proceeding at law or in equity brought by the Association or any Owner against the person or entity violating, attempting to violate, or failing to perform, any of the terms and provisions of this Declaration, either to restrain or prevent the violation, to compel performance or compliance, or to recover damages. The prevailing party in any dispute arising out of the subject matter of this Declaration or its subsequent performance shall be entitled to reimbursement of its costs and attorney's fees, whether incurred before or at trial, on appeal, in bankruptcy, in post-judgment collection, or in any dispute resolution proceeding, and whether or not a lawsuit is commenced.

10.5 Notices. Any notice required to be sent to any Owner under the provisions of this Declaration, unless otherwise stated herein, shall be deemed properly given when deposited in the U.S. regular mail, postage prepaid, and addressed to the Owner at the Owner's last known address shown on the Association's books or records.


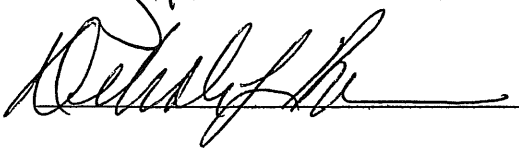
10.6 Conflict. This Declaration shall take precedence over conflicting provisions in the Rules and Regulations and in the Articles of Incorporation and Bylaws of the Association, and the Articles of Incorporation shall take precedence over the Bylaws and the provisions set forth in the Rules and Regulations, and the Bylaws shall take precedence over the provisions set forth in the Rules and Regulations.

10.7 Severability. Invalidation of any term or provision of this Declaration by judgment, court order or otherwise shall in no way affect any of the other terms and provisions, which shall remain in full force and effect.

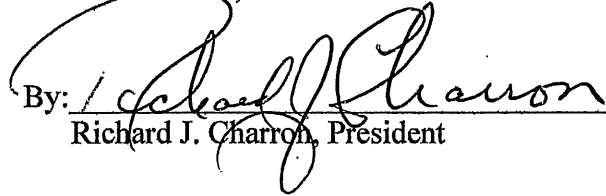
10.8 Gender/Plurality. Where used herein, the singular shall be deemed to include the plural, and vice versa, and the masculine to include the feminine and the neuter, and vice versa.

IN WITNESS WHEREOF, I have hereunder set my hand and seal, at Pasco County, Florida, effective this 8<sup>th</sup> day of July, 2009.

Signed, sealed & delivered  
In the presence of:

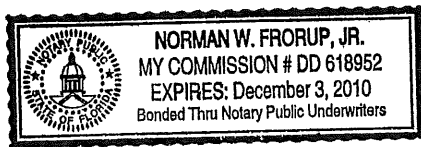
  
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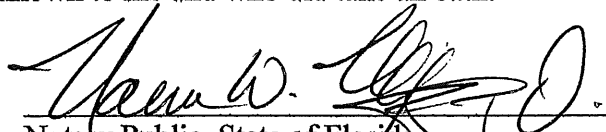
GRAND HORIZONS HOMEOWNERS  
ASSOCIATION, INC.

By:   
\_\_\_\_\_  
Richard J. Charron, President

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing Amended and Restated Declaration of Covenants and Restrictions were acknowledged before me this 21<sup>st</sup> day August, 2009, by Richard J. Charron, as President of Grand Horizons Homeowners Association, Inc., who is personally known to me and who did take an oath.



  
\_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_

Prepared by & RETURN TO:

Jennifer Lynn Coddling, Esq.  
Jonathan James Damonte, Chartered  
12110 Seminole Blvd.  
Largo, FL 32778

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER  
05/29/2015 10:28 AM 1 of 2  
OR BK **9196** PG **1805**

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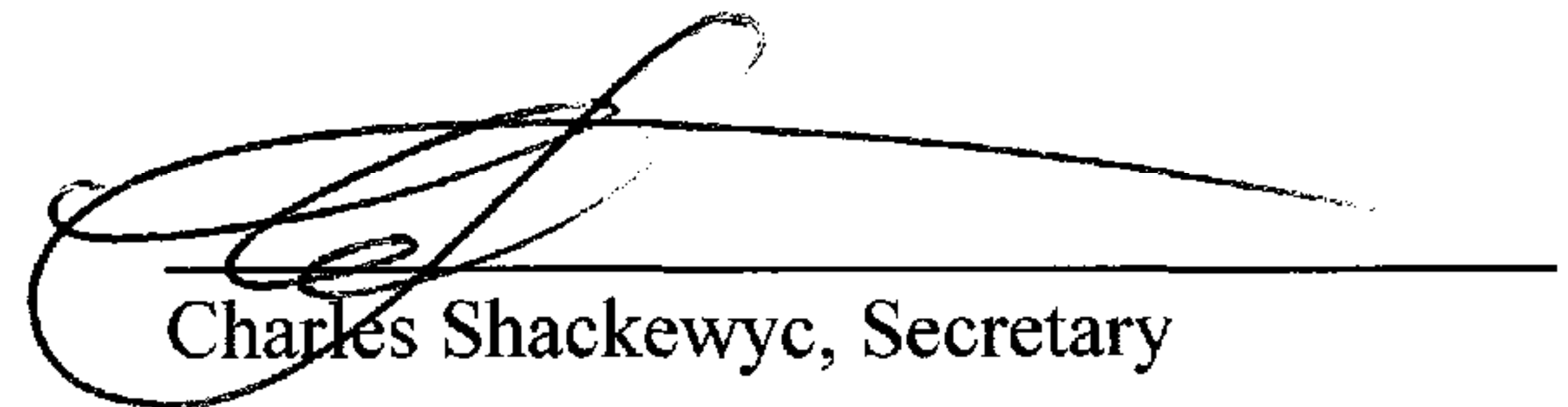
**GRAND HORIZONS HOMEOWNERS ASSOCIATION, INC.**

**CERTIFICATE OF FILING**  
**AMENDMENT TO**  
**DECLARATION OF COVENANTS AND RESTRICTIONS**

I, Charles Shackewyc, as Secretary of Grand Horizons Homeowners Association, Inc., a Florida corporation not for profit (the "Association"), do hereby certify:

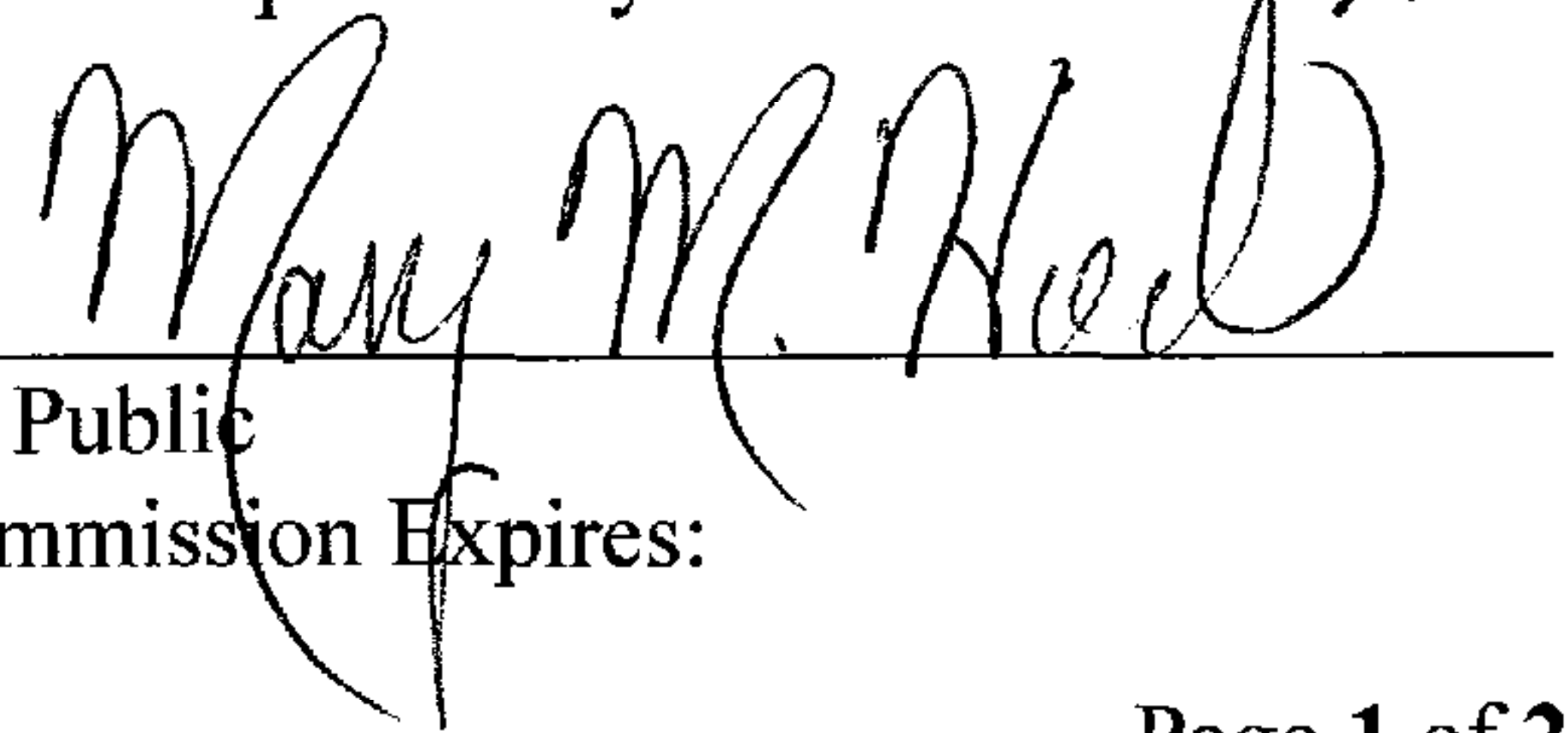
That the attached Amendment to Declaration of Covenants and Restrictions, as originally recorded in O.R. Book 3753, Page 965, and as Amended and Restated at O.R. Book 8140, Page 206 and O.R. Book 8159, Page 875, and as amended at O.R. Book 8248, Page 411 and at O.R. Book 9023, Page 2119, of the Public Records of Pasco County, Florida, was duly adopted by the Board of Directors as authorized by law, and approved by written consent of not less than two-thirds (2/3) vote of all of the Unit Owners in accordance with the terms of the Declaration of Covenants and Restrictions and the provisions of §617.0701 Fla. Stat., and further certify that the same as attached has not been amended.

Dated this 22 day of May, 2015

  
Charles Shackewyc, Secretary

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 22nd day of May, 2015, by Charles Shackewyc, as Secretary of Grand Horizons Homeowners Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He:  is personally known to me or  has produced Florida Drivers License as identification.

  
Notary Public  
My Commission Expires:



GRAND HORIZONS HOMEOWNERS ASSOCIATION, INC.  
AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The following language is hereby added to ARTICLE X GENERAL PROVISIONS of the Declaration of Covenants and Restrictions for Grand Horizons Homeowners Association, Inc. (added language is double underlined, deleted language is ~~struck-out~~):

10.9 Florida Statute Chapter 720, and any future amendments to the statute, shall take precedence in the interpretation, application and resolution of this Declaration of Covenants and Restrictions.