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Prepared by:
Molloy & James
Return to:
Homes for Hillsborough, Inc.
P.O. Box 771
Ruskin, FL 33575

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Bayou Pass Village Subdivision

Hillsborough County, Florida

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR BAYOU PASS VILLAGE
SUBDIVISION**

BEST IMAGES AVAILABLE

Homes for Hillsborough, Inc.

Earl Allen Pfeiffer
Executive Director
Post Office Box 771
Ruskin, Florida 33575
02/18/2005

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**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR BAYOU PASS VILLAGE
SUBDIVISION**

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BAYOU PASS VILLAGE SUBDIVISION (as amended from time to time, the "Declaration") for **BAYOU PASS VILLAGE SUBDIVISION** is made as of this ____ day of _____, 2005, by **HOMES FOR HILLSBOROUGH, INC.**, a Florida not-for-profit corporation (the "Developer").

W I T N E S S E T H :

WHEREAS, Developer is the owner and developer of certain real property located in Hillsborough County, Florida, more particularly described as:

Bayou Pass Village as recorded at Plat Book 103, page 57 of the public records of Hillsborough County, Florida, less and except Tracts G and N, and that portion of Tract F adjacent to Tracts G and N, and lying north of Block 8, Lot 13 as shown on the plat of Bayou Pass Village as recorded at Plat Book 103, page 57 of the public records of Hillsborough County, Florida.

(hereinafter the "Property" or the "Development"); and

WHEREAS, the Property is located within a project being developed as a single-family affordable housing development by the Developer to be known as "**Bayou Pass Village**"; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the value of the Property and, to this end, Developer desires to subject the Property to the covenants, conditions, restrictions, easements and other provisions hereinafter set forth, each of which is for the benefit of the Property and each owner thereof.

NOW, THEREFORE, Developer hereby declares that any interest in the Property is and shall be held, conveyed and occupied subject to the covenants, conditions, restrictions, easements and provisions hereinafter set forth, all of which are for the purpose of protecting the value and desirability of, and will run with the title to, the Property and will be binding upon all persons having any right, title or interest therein, or any part thereof, their respective heirs, successors and assigns, and which will inure to the benefit of Developer, each Owner and the Association, as such terms are

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defined in this Declaration.

ARTICLE I
DEFINITIONS

1. DEFINITIONS. Unless the context expressly requires otherwise, the terms listed in this Article I shall have the following meaning whenever used in this Declaration, the Association's Articles of Incorporation ("Articles") or the Association's By-Laws ("By-Laws"):

1.1 "Approval" and "Approved" shall mean a writing by the Person having the right to approve or deny a request pursuant to this Declaration.

1.2 "Architectural Review Committee" means the standing committee of the Association as specified in Article VI below, to approve the design, construction, operation, use, appearance and such other requirements as set forth herein or as may be established from time to time by the Association, of all buildings, alterations, landscaping and other improvements to be erected on or moved to any Building Site.

1.3 "Areas" mean all of the following areas in the aggregate:

1.3.1 Conservation Areas. Those areas designated on the plat as wetland conservation areas.

1.3.2 Median Areas. Those medians located on Roadway Areas developed from time to time on the Property and Designated by Developer as "median areas."

1.3.3 Recreation Areas. Those areas Designated by Developer as "open space", "green space", "parks" or "recreation areas" that are not within a Building Site and are designed to serve as recreation areas for the use and enjoyment of the Members.

1.3.4 Roadway Areas. Those Roadway areas designated on the plat as right of way, street or alley.

1.3.5 Signage and Entrance Areas. Those areas Designated by Developer as "signage area" or "entrance area". These areas may be used for installation of signage, entrance features, landscaping and other improvements reflecting the project name or enhancing the entranceway and for project directional and traffic control signage.

1.3.6 Utility Areas. Those areas Designated by Developer as "utility easements". These areas may be used for underground utility service such as electricity, gas, telephone,

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cable television, water (potable and irrigation water) and sewer, as well as for signage, lighting and traffic control purposes, and any utility building Designated in the future by Developer that will be used to house equipment or facilities as determined by Developer.

1.3.7 Walkway and Pedestrian Access Areas. Those areas designated on the plat as pedestrian access over which walkways, jogging trails, paths, footbridges, sidewalks and boardwalks may be constructed from time to time for the purpose of providing pedestrian access for owners or users of more than one lot.

1.3.8 Water Retention Areas. Those areas designated on the plat as Tract A and P.

1.4 "Association" means **Bayou Pass Village Property Owner's Association, Inc.**, a corporation not-for-profit, organized or to be organized pursuant to Chapter 617, *Florida Statutes*, and its successors and assigns. Each Owner of a lot shall be a Member of the Association. The Articles of Incorporation are attached hereto as Exhibit A. The Bylaws are attached as Exhibit B.

1.5 "Attorneys' Fees" means all attorneys' fees and paralegal fees incurred in all representation before, during and after suit, trials and appeals, as well as connected with bankruptcy proceedings, creditors' reorganization proceedings, estate proceedings and similar proceedings.

1.6 "Board" means the Board of Directors of the Association.

1.7 "Building Site" shall mean any tract, lot or portion thereof, whether platted or not, within the Property (other than any parcel, tract or platted lot which shall be used exclusively as a Common Area) which has been, will or can ultimately be developed by an Owner with a building and appurtenant structures (including a single-family home).

1.8 "County" means Hillsborough County, State of Florida.

1.9 "Common Area" means all property whether unimproved, or any interest therein, which from time to time is owned by the Association for the common use and enjoyment of all Owners. The Common Area shall initially consist of the main entry area, Tract O and the drainage structures and ponds.

1.10 "Designated" means the depiction or designation of a

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specific portion of the Property as a Common Area by Developer on a Plat, Supplemental Declaration or instrument of conveyance.

1.11 "Developer" means Homes for Hillsborough, Inc., a Florida not-for-profit corporation, and such other Person that is Designated by the Developer as succeeding to Developer's rights pursuant to this Declaration by a written instrument recorded in the Public Records of Hillsborough County, Florida.

1.12 "Development Guidelines" shall mean those development standards and guidelines adopted by the Association, as amended from time to time by either the Association or the Architectural Review Committee.

1.13 "Law" includes any statute, ordinance, rule, regulation or order validly created, promulgated or adopted by a governmental authority.

1.14 "Maintenance Guidelines" shall mean those maintenance standards and guidelines adopted by the Association, as amended from time to time by either the Association or the Maintenance Committee.

1.15 "Maintenance Committee" means the standing committee of the Association as specified in Article VI below, to establish, monitor and enforce all maintenance requirements for Building Sites.

1.16 "Member" means and refers to members of the Association.

1.17 "Mortgage" means any mortgage or other consensual instrument validly creating a lien upon a Building Site as security for performance of an obligation. The term "Mortgage" specifically does not include judgments, involuntary liens or liens arising by operation of law. "First Mortgage" means any Mortgage having priority over all other mortgages encumbering the same property.

1.18 "Mortgagee" means any person named as the obligee under any Mortgage or First Mortgage or the successor in interest to such person.

1.19 "Owner" means the record owner, whether one or more persons, of fee simple title to any Building Site, including contract sellers, but excluding any other person holding an interest in fee simple title only as security for the performance of an obligation. As the context may require, "Owner" includes

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all persons either (i) claiming any right, title or interest in a Building Site by, through or under any owner, or (ii) lawfully upon the Property with the consent of any Owner, express or implied. Developer is an Owner for all purposes under this Declaration, to the extent of each Building Site owned, except where expressly provided otherwise.

1.20 "Person" means any natural person, corporation, limited liability company, association, general partnership, limited partnership or other entity having legal capacity.

1.21 "Plat" means any subdivision plat executed by the Developer and recorded in the Public Records of Hillsborough County that includes any portion of the Property.

1.22 "Property" means the lands described in Exhibit "A" to this Declaration, also sometimes referred to as **Bayou Pass Village Subdivision**, together with any lands which may be added to this Declaration in accordance with Article VII hereof.

1.23 "Recorded" means filed for record among the Public Records of Hillsborough County, Florida, or such other place as from time to time is designated by Law for providing constructive notice of matters affecting title of real property in Hillsborough County, Florida.

1.24 "Residents" shall mean all Persons residing upon any Building Site.

1.25 "Surface Water Management System Facilities" shall mean: the facilities including, but 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.

1.26 "Setback Lines" means those lines so designated on any Plat or in the Development Guidelines and/or pursuant to Law, whichever line is located the greatest distance from the applicable boundary line.

1.27 "Street" means any thoroughfare within or adjacent to the Property and shown on a Plat or Site Plan, whether designated thereon as a street, alley, boulevard, interstate, place, drive, road, terrace, way, lane, path, cul de sac, circle, court or any similar designation, and whether dedicated to the public or not.

1.28 "Supplemental Declaration" means an amendment to this

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Declaration executed by Developer and recorded in the public records of Hillsborough County.

1.29 "Visible from Neighboring Property" means any given object on a Building Site that is or would be visible to a person six (6) feet tall standing on any part of any adjacent Building Site, Common Area or other property at an elevation no greater than the elevation of the object being viewed.

1.30 "The Work" means the development of the Property by Developer and includes (i) the construction of buildings upon Building Sites in the ordinary course of Developer's business; and (ii) causing the construction of all or any portion of the Common Area by Developer or any other Person so obligated.

ARTICLE II **PROPERTY RIGHTS AND BUILDING STANDARDS**

2.1 PERMANENCE. The benefits of all rights and easements granted by this Declaration constitute a permanent appurtenance to, and will pass with, title to all or the specific Property so benefited pursuant to the terms hereof. In no event does the benefit of any such easement extend to the general public. The burden of all rights and easements granted by this Declaration constitutes a permanent servitude upon the lands affected.

2.2 COMMON AREA RIGHTS. The Association, Developer and each Member shall have the following rights to the Common Area:

2.2.1 Each Member shall have a non-exclusive right and easement of use and ingress and egress to use the Roadway Areas, Walkway and Path Areas, Recreation Areas, Conservation Areas (except those Conservation Areas located on Building Sites), Utility Areas (except ingress and egress to the utility buildings located within the Utility Areas, access to which shall be controlled by the Association) and Water Retention Areas for the specific purposes granted. Such non-exclusive right and easement shall be appurtenant to and shall pass with the title to every Building Site, subject to the following provisions:

(a) The right of the Association to suspend the use rights to such Areas and facilities thereon of any Member who is in violation of this Declaration or the rules and regulations of the Association, provided the Association may not impair the right of a Member to have vehicular and pedestrian ingress and egress to the Member's Building Site.

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(b) The right of Developer or the Association to grant easements or rights of use to third parties or Owners in and to the Common Area or any portion thereof, including any air rights over all or any portion of the Common Area.

(c) The right of the Association to borrow money for the purpose of improving the Common Area and encumber land owned by the Association, including the Common Area.

(d) The right of the Developer or Association to dedicate or transfer all or any portion of the Common Area that it may own or hold an interest in to any public agency, authority or utility for such purposes and subject to such conditions as it may determine are reasonable.

(e) The limitations and regulations imposed by Law.

(f) The use of areas Designated as Water Retention and Conservation Areas are further limited as follows:

(i) Use of areas designated as Water Retention Areas and Conservation Areas is limited solely to drainage, preservation and conservation uses. Only those portions of the Property that are intended to utilize Water Retention Areas or Conservation Areas pursuant to drainage plans submitted by Developer and approved by the County and Southwest Florida Water Management District, or that are Approved by Developer to utilize specified Water Retention Areas or Conservation Areas, are authorized to utilize such Areas.

(ii) All Surface Water Management System Facilities shall be located on land owned by the Association or subject to an easement in favor of the Association. The Association shall maintain the Surface Water Management System Facilities in the same condition as when constructed.

(iii) The Association shall maintain, as part of the common elements, drainage structures for the properties and comply with conditions of the permits from the Southwest Florida Water Management District (District) for the drainage system. The Association, shall, when requested by Declarant, accept transfer of any District permit for the Property. The conditions may include monitoring and record keeping schedules, and maintenance of drainage systems and mitigation areas.

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(iv) The Association agrees to operate and maintain the system, including mitigation areas, and shall maintain sufficient ownership so that it has control over all water management facilities authorized.

(v) The Association shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the operation, maintenance or use of any facility authorized by the permit.

(vi) The Association shall at all times properly operate and maintain the systems of treatment and control (and related appurtenances) that are installed or used to achieve compliance with conditions of the permit, as required by the District. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by District rules.

(vii) It shall be responsibility of each property Owner within the subdivision at the time of construction of a building, residence, or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 40D-4, Florida Administrative Code, approved and on file with the Southwest Florida Water Management District.

(viii) The Lot Owners shall not remove native vegetation (including cattails) that become established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting and the introduction of grass carp. Lot owners shall address any question regarding authorized activities within the wet detention pond to the Southwest Florida Water Management District, Tampa Permitting Office, Surface Water Regulation Manager.

(ix) No Owner of Property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District Tampa Regulation Department.

(x) No construction activities may be conducted relative to any portion of the Surface Water Management System Facilities. Prohibited activities include, but are not limited to: digging or excavating; depositing fill, debris, or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System Facilities. No vegetation in a wetland mitigation area or wet detention pond shall be removed, cut, trimmed or

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sprayed with herbicide without specific written approval from the Southwest Florida Water Management District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the Southwest Florida Water Management District in the Environmental Resource Permit may be conducted without specific approval from the District.

(xi) Developer retains the right to allow specific Building Sites Designated by Developer to use Water Retention Areas for recreational purposes for such Owners, Residents and their respective guests and invitees.

2.2.2 The Association shall operate, maintain and repair all of the Common Area and have a non-exclusive right of use and ingress and egress for maintenance over, under and upon all of the Common Area and such portion of any Building Site which is reasonably necessary to operate, maintain and repair that portion of the Common Area located on or adjacent to such Building Site.

2.2.3 The Developer and the Association each by itself may grant easements and other use rights affecting any and all of the Common Areas for the benefit of other land within Bayou Pass Village as recorded at plat book 103 page 57 of the public records of Hillsborough County, whether or not such land is subject to the terms of this Declaration and also for the benefit of land owned by other parties outside of Bayou Pass Village.

2.3 LIMITATIONS UPON USE OF COMMON AREA. The Board may establish reasonable rules and regulations concerning the use of the Common Areas and facilities located thereon. These regulations shall be binding upon the Owners, Members and Residents, and the Association may impose reasonable monetary fines and other sanctions for violation of the rules which may be collected as provided by law.

2.4 DAMAGE OR DESTRUCTION. In the event any improvements within any Common Area is damaged or destroyed due to fire, flood, wind or other casualty or reason, the Association shall restore, repair, replace or rebuild (hereinafter collectively referred to as a "Repair") the damaged improvement to the condition the improvement was in immediately prior to such damage or destruction, unless otherwise approved by two-thirds (2/3) of the Outstanding Votes of the Members. Any excess cost of repairing any improvement over insurance proceeds payable on account of any damage or destruction shall be a common expense and the Association shall have the right to make a Special Assessment pursuant to Paragraph 5.3.

2.5 GENERAL DEVELOPMENT AND MAINTENANCE STANDARDS.

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All development on the Property and any Building Site shall be in conformance with the Plat, any governmental permits pertaining to the Property (including all Southwest Florida Water Management District permits), the Development Guidelines and applicable Law, and be of high quality and aesthetically compatible to the greatest extent possible with the structures and improvements then existing on the Property. In addition, the following general development standards shall apply to the Property and each Building Site thereon:

2.5.1 Use Restrictions. The only permitted uses on the Property are single-family conventional dwellings and such uses as are permitted by prior Approval of the Architectural Review Committee Approval and of the Developer, so long as Developer is a Member of the Association. Notwithstanding the foregoing, and without attempting to limit the types of objectionable uses, the following uses are not permitted on the Property or any Building Site:

(a) Commercial, Industrial, Office or Multifamily uses, or other uses not permitted by Law, except a home occupation as approved by Hillsborough County and the Board of Directors of the Association.

(b) Any use that might produce offensive or unusual odors, fumes, dust, smoke, noise, hazardous waste or pollution.

(c) Except as permitted in subparagraph 2.6.15 herein below regarding household pets, any use which involves the raising or breeding of any animals or poultry.

(d) The manufacture of explosives or flammable liquids or chemicals.

(e) Dumping, disposal, incineration or reduction of garbage, sewage or dead animals.

2.5.2 Building Site Size. Subsequent to the initial conveyance of a Building Site or portions thereof by Developer to a third party, no Building Site so conveyed shall be subdivided by such third party without the prior Approval of the Architectural Review Committee and of the Developer so long as Developer is a Member of the Association.

2.5.3 Exterior Equipment. Exterior mechanical and electrical equipment, including without limitation air conditioning and heating equipment, air handling equipment, transformers, transclosures, pump houses, whether mounted on

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the roof or walls of any building or on the ground, shall be placed or screened so that the predominant design lines of the building continue without visual distraction or interruption, as determined by the Architectural Review Committee. If any such equipment is not screened by the exterior walls of the building, such equipment shall be separately screened, either by Approved building materials, landscaping or otherwise. The height of any such screening shall be such that the equipment would not be Visible from Neighboring Property. All roof-mounted equipment must be screened and the height of such screening shall be at least equal to the height of the object being screened. All equipment exterior to the building (roof top air handling units, flues, transformers, gas meters and piping, etc.) must be painted to match the building. All bottled gas tanks, swimming pool equipment, housing and sprinkler pumps and other such outdoor equipment must be placed underground, walled-in or placed in sight-screened or fenced-in areas so that they shall not be readily Visible from Neighboring Property, or adequate landscaping shall be installed around these facilities and maintained by the Owner. Window-mounted and wall-mounted air conditioning units shall not be permitted on any residential units.

2.5.4 Construction Office. So long as Developer owns any property in the Development, Developer may permit a portion of the Property to be used or maintained by Developer or others approved by Developer as a construction office.

2.5.5 Factory-Built Structures. No structure of any kind that is commonly known as "factory-built", "modular", mobile homes, or metal sheds shall be erected without the Approval of the Architectural Review Committee and of the Developer, so long as Developer is a Member of the Association. No mobile homes shall be permitted.

2.5.6 Vehicles. All vehicles must have a current license. All vehicles must be parked either in the driveways (if any), the garages (if any) or the carports (if any) provided for such Building Site. No vehicle repairs of any type shall be permitted without the Approval of the Architectural Review Committee, except within garages. No vehicles shall be parked on surfaces not specifically designed for vehicle parking.

2.5.7 Antennas and Flagpoles. No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) or microwave antennas shall be permitted except as Approved by the Architectural Review Committee. Provided, satellite dishes up to a maximum of eighteen inches (18") in diameter are acceptable if located

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and screened in a manner acceptable to the Architectural Review Committee. If Approved, the antenna or reception device shall be screened in such a fashion as Approved by the Architectural Review Committee. A flagpole for display of the American flag or any other flag shall be permitted, if Approved by the Architectural Review Committee. Both its design and location must be Approved by the Architectural Review Committee. An Approved flagpole shall not be used as an antenna.

2.5.8 Temporary Structures. No trailer or temporary building or structure of any kind shall be permitted except during construction of a permanent improvement, and then only on the Building Site with which they are associated and only where the size, appearance, signage and temporary location on the Building Site have been Approved by the Architectural Review Committee. Such trailer or temporary building or structure shall be removed as promptly as practicable and in any event not later than thirty (30) days after the issuance by the County of a permanent certificate of occupancy for such permanent improvement or, if no such certificate of occupancy is required to be issued by the County, not later than thirty (30) days after substantial completion of such permanent improvement. Notwithstanding the foregoing, so long as Developer owns any portion of the Property, Developer shall have the right to maintain trailers or temporary buildings or structures on the Property to be utilized as a sales and marketing and/or construction office.

2.5.9 Accessory Structures, Ancillary Uses, Swimming Pools and Screened Cages. Accessory structures, ancillary uses, swimming pools and screened cages require the prior approval of the Architectural Review Committee and shall be in conformance with the Development Guidelines and applicable Law.

2.5.10 Solar Collectors. The location, color and materials used in the construction of solar collectors must be submitted to the Architectural Review Committee for Approval.

2.5.11 Walls, Fences and Shutters. No wall or fence shall be constructed until its material, height and location shall have been Approved by the Architectural Review Committee. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition or material shall be resolved by the Architectural Review Committee, whose decision shall be final. Hurricane or storm shutters may be used on a temporary basis, but shall not be stored on the exterior of any structure unless Approved by Architectural Review Committee.

2.5.12 Materials. All buildings and other

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structures shall be constructed of high-quality, permanent materials and shall be designed to be durable and easily maintained. Subject to the Architectural Review Committee's review and Approval of color, design and application, all exterior materials shall be face brick, stone, glass, exposed aggregate, painted flat precast concrete, wall concrete, painted wood, plaster or concrete block with stucco surface. Equivalent or better materials and any combination of the above materials may be used as Approved by the Architectural Review Committee. No walls may be made of sheet or corrugated iron, steel, metal panels or other metal. No asbestos-containing material may be used in the construction of the buildings or other structures in violation of Law.

2.5.13 Clothes Drying Area. No outdoor clothes drying area (visible from the street) shall be allowed unless Approved by the Architectural Review Committee.

2.5.14 Trucks, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers and Trailers. No truck, truck trailer or commercial vehicle of any kind shall be permitted to be parked for a period of more than four (4) hours, unless Approved by the Developer or the Association, unless such vehicle is necessary in the actual construction or repair of a structure, or for ground and landscape maintenance or is used in connection with commercial activity otherwise permitted under this Declaration. All permitted trucks, commercial vehicles, recreation vehicles, boats, campers and trailers must be placed in sight-screened areas or kept in garages so that they are not readily Visible from Neighboring Property. "Truck", as used herein, is defined as a commercial vehicle and does not include small pickups, customized vans and other such vehicles customarily used for personal transportation and not business use; provided, however, the term "Truck" shall not include passenger cars or pickup trucks that display a company name or logo on its exterior, so long as such vehicle is also used for such persons personal use. None of the aforementioned vehicles shall be used as a domicile or residence, either permanently or temporarily.

2.5.15 Pets and Animals.

(a) No more than two commonly accepted household pets such as dogs, cats, rabbits and birds may be kept. No animals shall be permitted to roam freely nor shall it be permitted to be a nuisance. All such animals shall be licensed by the appropriate state or local authorities. Commercial activities involving pets shall not be allowed. Any animal violating such provision may be removed by the Association and/or the

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(b) No horses, cows, hogs, pigs, swine, goats, chickens, pigeons or any other such animals, shall be kept on the Property.

2.5.16 Personal Property. Personal property not affixed to the land (excluding lawn furniture), signs and sign location, and exterior lighting fixtures, shall be considered as landscape elements, and the type, size, placement and screening of same shall be subject to the Approval of the Architectural Review Committee. No furniture primarily designed for use inside the dwelling, shall be placed on the exterior of the dwelling, only lawn furniture, primarily designed for exterior use, may be kept on the exterior of the dwelling, including visible furniture on patios, porches, etc. No outdoor grills shall be permitted on a front porch.

2.5.17 Building Site Plan, Drainage and Water Retention. Prior to construction of any improvements on or to any Building Site, all site development and drainage plans must be submitted to and Approved by, and contain such information and detail as determined by, the Architectural Review Committee. If any drainage plans have not had the prior Approval of the Architectural Review Committee, the Owner shall, upon demand of the Architectural Review Committee, make all necessary changes in its drainage and water retention improvements to conform with the requirements of the Architectural Review Committee, and shall bear all costs and expenses of the Architectural Review Committee or the Association in making said changes.

2.5.18 Porches. No personal property shall be stored on any porch constructed on any building so as to be Visible from Neighboring Property, except chairs and related furniture for personal use. No indoor furniture shall be placed on porches. No outdoor grills shall be permitted on a front porch.

2.5.19 Nuisances. Nothing shall be done which is a nuisance. No obnoxious or offensive activity shall be carried on, nor shall anything be done, which can be reasonably construed to constitute a nuisance that is public or private in nature.

2.5.20 Lampposts, Building Designation and Mailboxes. The form, size, character and placement of all lampposts and mailboxes and the method of designating buildings must be Approved by the Architectural Review Committee. The Architectural Review Committee shall have the right to remove any unapproved lamppost, building designation and/or mailbox

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and/or building designation.

2.5.21 Site Grading. Site grading shall be subject to the Approval of the Architectural Review Committee and shall be in conformance with the Development Guidelines and Performance Standards. The only excavation that may be made on any Building Site shall be such excavation as is made in connection with construction of an improvement on a Building Site and retention ponds and then only when proper protection is afforded adjacent property. Upon completion thereof, exposed openings shall be back filled and disturbed ground shall be graded and landscaped.

2.5.22 Outside Storage and Displays. The outside display of materials or merchandise for advertising or sale is prohibited. Outdoor storage of any kind shall be permitted only upon prior Approval of the Architectural Review Committee, and then generally only behind a building or within the rear half of the Building Site if screened by screening walls, earth berms or landscaping such that the material being stored is not Visible from Neighboring Property. Notwithstanding anything in this subparagraph to the contrary, construction material may be stored on a Building Site during the construction phase of any building or other improvement on a Building Site. All equipment and facilities for the bulk storage of liquids, petroleum products, fuels, refuse, water and similar materials shall be deemed to be outside storage. All trash receptacles, dumpsters and storage containers shall be located within an enclosed building or an area (open to the sky) enclosed by screening walls, earth berms or dense plant materials such that the receptacles or dumpsters being screened are not visible from Neighboring Property. Such trash receptacles, dumpsters and storage containers shall not be located within any Setback Area, and shall also be strategically located in such a manner as to avoid traffic circulation conflicts for service vehicles and residents. Trash receptacles must be removed from the curb on the day trash is picked up and returned to the aforementioned enclosed or screened areas.

2.5.23 Landscaping. All Building Sites shall be landscaped in accordance with the landscaping guidelines set forth in the Development Guidelines. The landscaping plan to be reviewed by the Architectural Review Committee shall include information regarding the type of sodding, the type of seeding, types of trees, hedges and shrubs and information regarding other customary landscape treatment for the entire site, including fences, walls and screening. Xeriscape techniques, including native vegetation, shall be encouraged in landscaping plans. All landscaping approved by the Architectural Review Committee shall be installed and completed by owner within sixty (60) days after a certificate of occupancy is issued on

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any building constructed on the Building Site. Non-landscaped areas shall be maintained in a manner compatible with the remainder of the Building Site. All landscaping, (irrigated and non-irrigated), must be maintained in a first class manner.

2.5.24 Utility Connections. All plans and specifications submitted to the Architectural Review Committee shall provide for the underground installation of all utilities from Building Site lines to buildings and structures within the Building Site. Any connection of underground utilities involving crossing a public roadway shall be accomplished only by auguring and casing the carrier pipe. Only utility appurtenances, such as transformer boxes, pedestal mounted thermal boxes less than four feet (4') high and meter cabinets may be placed above ground. Wherever feasible, utility connections made above ground level shall be located within buildings. If utility connections are above ground and not within a Building, they shall be located at the rear of the Building, if feasible, and screened from view using landscaping or other suitable designs and materials. All storm connections from Building Sites to on-site retention ponds shall be made through drop manholes. Direct connections to on-site retention ponds shall be permitted only upon the specific Approval of Developer. No detention or retention ponds shall be constructed by any Owner without the specific Approval of Developer, the Association and the County. All utility connections to Building Sites shall be made at the stub-out nearest to such Building Site.

2.5.25 Exterior Lighting. All exterior lighting shall be in accordance with the Development Guidelines and in accordance with a lighting plan Approved by the Architectural Review Committee. Each Building Site shall have adequate exterior lighting for its intended use, minimizing glare and without creating lighting which would be annoying to other Building Sites. Accent lighting on landscape features, walls and signage is encouraged. All pole lights on a Building Site shall be designed to correspond with pole lights in Median and Roadway Areas. Building mounted lights shall be designed so that the fixtures correspond to the pole lights. All outside wiring for exterior lighting shall be installed underground.

2.5.26 Signage. No exterior signs used for commercial purposes, other than the street address, shall be permitted on any portion of a Building Site. This Section shall not apply to Developer.

2.5.27 Water Supply. No individual water supply system shall be permitted on any Building Site except with the express written consent of the Association. Lots abutting canals, waterways or lakes shall not use such canals, waterways

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or lakes for water supply for irrigation purposes unless the Owner of such Building Site obtains the written approval of the Association to the use of such canals, waterways or lakes as a water supply, as well as the necessary approval from all applicable governmental agencies.

2.5.28 Sewage Disposal. No individual sewage disposal system shall be permitted on any Building Site.

2.5.29 Tree Removal. No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the Association. Provided trees may be removed if necessary for construction of improvements on a Building Site and if approved by the County.

2.5.30 Maintenance. Buildings, landscaping and other improvements shall be continuously maintained so as to preserve a well kept appearance, especially along the perimeters of any Building Site or the Property boundaries. All maintenance shall be in conformance with the provisions set forth herein and in the Maintenance Guidelines. The Maintenance Committee shall from time to time observe site and landscape maintenance and if not satisfied with the level of maintenance on a site shall notify the Owner in writing. If within fifteen (15) days from notification, in the Maintenance Committee's sole determination, maintenance has not been brought to acceptable standards in conformance with the maintenance standards described herein and those adopted from time to time by the Maintenance Committee, the Maintenance Committee may order the work done at the Owner's expense and the Association may treat the charge therefore as a Specific Assessment pursuant to Article V hereof. The Maintenance Committee shall have the responsibility to enforce the following maintenance standards and the Maintenance Guidelines, as established from time to time:

(a) Trash. All trash and garbage shall be placed in designated containers and all trash areas shall be screened and properly landscaped. The size of containers shall be set by the decision of the Maintenance Committee and its decision shall be final. Yards and landscaped areas will be kept free of trash, leaves and dead landscaping materials. Trash containers shall be removed from the curb on the same day as trash pick-up.

(b) Hazardous Waste. No Owner shall generate hazardous waste, as defined by any Law, as a byproduct of the use of their Building Site.

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(c) **Landscaping.** All landscaped areas, including sodded areas, shall be regularly irrigated as required and shall receive regular maintenance as set forth in the Maintenance Guidelines, including trimming, fertilization, mowing and replacement of diseased plant materials as required. All irrigation systems shall be underground, automatic, kept in good repair and shall not discolor any wall, sign surface, curbs or other structure. Perimeter landscaping shall be maintained so as to avoid blight and preserve the beauty, quality and value of the Development.

(d) **Driveways and Sidewalks.** All driveways, sidewalks and other hard surface areas shall be swept and cleaned regularly and cracks and damaged areas of sidewalks shall be repaired or replaced as required by the Maintenance Committee. Damaged or eroding areas of the driveways shall be replaced as required and an overall resurfacing of the driveway shall be done as necessary.

(e) **Lighting.** Levels of light intensity in the driveway and all exterior walkways shall be maintained at safe levels and bulbs shall be replaced expeditiously as failure occurs. Light standards shall be maintained in good repair and shall be kept functional at all times.

(f) **Painting.** All painted surfaces shall be repainted on a regular schedule, as required, to maintain exterior appearances in a clean, neat and orderly manner.

(g) **Repair of Buildings.** No buildings or structures upon any Building Site shall be permitted to fall into disrepair and each building and structure shall at all times be kept in good condition and repair.

2.6 ACCESS BY ASSOCIATION. The Association has a right of entry onto any Building Site to the extent reasonably necessary to perform any duty imposed or exercise any right granted by this Declaration including, but not limited to, the obligation to maintain the Common Area. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. The Association's right of entry may be exercised by its authorized officers, agents, employees and

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contractors.

2.7 DEVELOPER'S RIGHTS AND OBLIGATIONS. Nothing contained in this Declaration shall be interpreted, construed or applied to prevent Developer or its contractors, sub-contractors, agents, employees and invitees, and builders to whom Developer has assigned its rights pursuant to this Paragraph, from doing or performing on all or any part of the Property owned or controlled by Developer, whatever it determines to be necessary or advisable in connection with completing The Work.

2.8 TRANSFER OF DEVELOPER'S RIGHTS. The Association shall assume Developer's rights and obligations under this Declaration and any other permit and approval applicable to the Property: (a) after Developer no longer owns land subject to this Declaration, and Developer files a written notice in the public records that Developer waives its right to subject adjacent Property owned by Developer; or (b) at such earlier time as Developer may elect by executing a written assignment of a right or obligation to the Association. Any such assignment may be revoked, in writing, by Developer, thereby allowing Developer to reacquire the right or obligation previously assigned.

ARTICLE III
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

3.1 MEMBERSHIP. Every fee simple Owner of a Building Site shall be a Member of the Association during the period such Owner holds its fee simple interest. If fee simple title to a Building Site is held by more than one Person, each such Person is a Member. An owner of more than one Building Site is entitled to one membership for each Building Site owned. Each membership is appurtenant to the Building Site upon which it is based and is transferred automatically by conveyance of fee simple title to that Building Site. No Person other than a fee simple owner of a Building Site and the Developer may be a Member of the Association, and a membership in the Association may not be transferred except by the transfer of title to a Building Site.

3.2 VOTING. The aggregate votes from all Members shall constitute the total outstanding votes available for voting purposes in determining the action of the Association on

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any matter to be approved by vote (herein "Outstanding Votes").

If more than one (1) person owns an interest in any Building Site, all such persons are Members, but there may be only one vote cast with respect to such Building Site. Such vote may be exercised as the Owners determine among themselves, but a split vote is not permitted. Prior to any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association to be entitled to vote at such meeting, unless such co-owners has filed a general voting authority with the Secretary applicable to all votes until rescinded.

3.3 Classes of Voting The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners of single-family Lots, with the exception of the Developer (as defined in the Declaration), and shall be entitled to one vote for each Lot owned.

Class B. The Class B member shall be the Developer, and shall be entitled to nine (9) votes for each lot owned. The Class B membership shall cease and be converted to Class A, membership on the happening of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on the anniversary date ten years from the date when the first Lot is conveyed to an individual purchaser; or
- (c) on a date when Developer shall record a notice terminating its Class B membership status.

3.4 AMPLIFICATION. The provisions of this Declaration are amplified by the Association's Articles and By-Laws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Declaration. Developer intends that the provisions of this Declaration on the one hand, and the Articles and By-Laws on the other, be interpreted, construed and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Developer intends that the provisions of this Declaration control anything in the Articles or By-Laws to the contrary.

3.5 VOTING CONTROL. The subjecting of additional lands to this Declaration will make the Owners of real property within such additional lands Members of the Association, which will increase the total number of votes. Developer has the absolute right, without the consent of the Owners, to subject additional lands to this Declaration.

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ARTICLE IV
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

4.1 THE COMMON AREA. Subject to the rights of the Owners, Residents and Developer as set forth in this Declaration, the Association has exclusive management and control of the Common Area and all improvements thereon and all furnishings, equipment and other personal property relating thereto.

4.1.1 Maintenance. The Association has sole maintenance responsibility for maintenance of:

- (a) All of the Common Area,
- (b) All Roadway Areas not dedicated and accepted by the County,
- (c) All landscaping and walls along the Roadway Areas, the Median Areas, Conservation Areas, Recreation Areas and Water Retention Areas. The Owner shall be responsible for maintaining any landscaped areas situated on a Building Site which is used as a Utility Area.

4.1.2 Maintenance Duties. The Association's duties with respect to such maintenance include, but are not limited to, the following: (a) the management, operation, maintenance, repair, servicing, replacement and renewal of all landscaping improvements, equipment and personal property installed by Developer on the Common Area, so as to keep all of the foregoing in good, clean, attractive, sanitary, safe and serviceable condition, order and repair; (b) the maintenance of adequate public liability, property, casualty and hazard insurance with respect to the Common Area; (c) the payment of all taxes validly levied, assessed or imposed with respect to the Common Area; and (d) management, operation, maintenance, repair, servicing, replacing and renewal of all roads located within the Roadway Areas, and all improvements therein, to the extent such activities are not performed by the County, any other governmental authority or any utility; (e) any walls and attendant landscaping constructed by the Developer as part of the subdivision improvements or otherwise, shall be kept and maintained by the Association in condition and appearance as constructed as long as the Developer continues to own a Lot, unless the Developer otherwise consents.

. The Association also may provide other services, such as, but not limited to, security services as the Association deems appropriate.

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4.2 SERVICES. The Association may obtain and pay for the services of any Person to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration or the Association's Articles, By-Laws, Rules and Regulations.

4.3 PARTITION. Except as permitted in this Declaration or amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any Person acquiring an interest in the Property or any part thereof seek any judicial partition unless such land has been removed from the provisions of this Declaration. This article shall not be construed to prohibit the Board from requiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

4.4 PROPERTY OWNED BY ASSOCIATION. The Association may acquire, hold and dispose of real property and tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Association's By-Laws. With respect to the improvements developed on the Common Area, Developer may, in its sole and complete discretion, transfer title of all or any portion of the Common Area to the Association and the Association shall accept title to the same subject to easements, encumbrances and restrictions of record. All costs, if any, associated with such transfer or assignment shall be borne by the Association.

4.5 RULES AND REGULATIONS. The Association, Architectural Review Committee and Maintenance Committee, as applicable, from time to time may adopt, alter, amend, rescind and enforce reasonable rules and regulations governing building and maintenance standards for and the use and operation of the Building Sites, Common Area or any combination thereof, including, but not limited, to the Development Guidelines and Maintenance Guidelines, which rules and regulations shall be consistent with the rights and duties established by this Declaration. No such rules and regulations shall operate retroactively. The validity of the Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a first class project. All rules and regulations, including the Development Guidelines and Maintenance Guidelines, initially may be

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promulgated by the Board, subject to amendment or rescission by a majority vote of the outstanding Votes voted in person or by proxy at any regular or special meeting convened for such purposes. Subsequent to such adoption of the Development Guidelines and Maintenance Guidelines, the respective committee enforcing the same shall have the right to alter, amend, modify or adopt new guidelines as such Committee deems necessary or appropriate with the consent of Developer. The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of such Owner's choosing.

4.6 IMPLIED RIGHTS. The Association may exercise any other right, power or privilege given to it expressly by this Declaration, its Articles or By-Laws, and every other right, power or privilege reasonably implied from the existence of any right, power or privilege so granted or necessary to effectuate the exercise of any right, power or privilege so granted.

4.7 SWFWMD RIGHTS. The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the surface water management system facilities. If the Association ceases to exist, all of the lot owners, parcel owners or unit owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternative entity assumes responsibility as explained in subsection 2.6.2.2.4.h (of the SWFWMD Basis of Review).

ARTICLE V **ASSESSMENTS**

5.1 ASSESSMENT ESTABLISHED. Except as provided in Paragraph 5.6 herein below, for each Building Site owned within the Property, Developer covenants, and each Owner of any Building Site by acceptance of a conveyance of title, whether or not it is so expressed in such conveyance, is deemed to covenant and agree to pay to the Association:

5.1.1 An Annual Assessment, as provided in Paragraph 5.2 of this Article; and

5.1.2 Special Assessments, as provided in Paragraph 5.3 of this Article; and

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5.1.3 Specific Assessments, as provided in Paragraph 5.4 of this Article; and

5.1.4 All excise taxes, if any, that from time to time may be imposed by Law upon all or any portion of the assessments established by this Article; and

5.1.5 Interest and costs of collection, including reasonable Attorneys' Fees as provided in this Declaration.

All of the foregoing are a continuing charge, and are secured by a continuing lien, upon the Building Site against which such assessments are made, as provided in Paragraph 5.10 below. Each such assessment, together with interest and all costs and expenses of collection (including reasonable Attorneys' Fees), is the personal obligation of the person who was the Owner of such Building Site when such assessment became due and is a lien on the Building Site which lien will remain on the Building Site even if title to the Building Site is transferred to any other Person whether or not related to the Owner.

5.2 ANNUAL ASSESSMENT. The Annual Assessment shall be used to promote the recreation, health and welfare of the Owners within the Property, including (i) the operation, management, maintenance, repair, servicing, renewal, replacement and improvements of the Common Area and other responsibilities of the Association set forth in this Declaration; and (ii) all other general activities and expenses of the Association, including the enforcement of this Declaration. The Annual Assessment shall include collection of property taxes assessed against the Common Area. The aggregate amount of the Annual Assessment shall be divided by the aggregate number of votes held by the Members. Each Member that is an Owner of a Building Site shall pay his proportionate share of the Annual Assessment based upon the number votes held by such Owner divided by the aggregate number of votes held by all of the Members.

5.3 SPECIAL ASSESSMENTS. In addition to the Annual Assessment, the Association may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, renewal, repair or replacement of a capital improvement upon the Common Area, provided such assessment first is approved by a vote of the Members represented in person or by proxy at a meeting duly called for such purpose. Any such Special Assessment may be payable in one or more installments with or without interest as the Board determines.

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5.4 SPECIFIC ASSESSMENTS. The Association may also levy a specific assessment against any Member to reimburse the Association for costs incurred by bringing a Member and his Building Site into compliance with the provisions of this Declaration, the Articles, the Bylaws, the Development Guidelines, the Maintenance Guidelines and the rules and regulations adopted by the Association, which specific assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing.

5.5 DEVELOPER'S LIABILITY. The portions of the Property owned by Developer shall not be subject to any of the assessments provided in this Article V until conveyed by Developer. Provided, however, Developer shall be obligated for the difference between the amount of assessments levied on all Members and the amount of actual expenditures required to operate the Association during the fiscal year. This obligation may be satisfied in the form of a cash subsidy or by "in kind" contribution of services or materials or a combination of these. The Association is specifically authorized to enter into contracts for "in kind" contribution of services or materials with Developer or other entities for the payment of some portion of the expenses of operating the Association.

5.6 AMOUNT. The calendar year shall be the assessment period. The amount of the Annual Assessment, as determined in accordance with a budget prepared according to the criteria contained in Paragraph 5.2, shall be fixed by the Board at least thirty (30) days before the expiration of each calendar year. Written notice of the assessment shall be given to each Owner. The Annual Assessment shall initially be payable in equal quarterly installments equal to 1/4 of the Annual Assessment; however, the Board may, in its own discretion, amend the manner in which Assessments are collected to such installments as may be required to fit the needs of the Association.

5.7 COMMENCEMENT. The assessments provided by this Article will commence as to all Building Sites as of the date of the deed from the Developer to any third party.

5.8 ASSESSMENT LIEN. All sums assessed to any Building Site, together with interest and all costs and expenses of collection (including reasonable Attorneys' Fees), are secured by a continuing lien on such Building Site in favor of the Association. Such lien is subject and inferior to the lien of any First Mortgage encumbering such Building Site, as provided in Paragraph 5.11, below; but all other lienors acquiring liens on any Building Site after this Declaration is

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recorded are deemed to consent that such liens are inferior to the lien established by this Declaration whether or not such consent is set forth in the instrument creating such lien. The recording of this Declaration constitutes constructive notice to all subsequent purchasers and creditors of the existence of the Association's lien and its priority.

5.9 ASSOCIATION REMEDIES. Any assessment or portion thereof not paid within ten (10) days after its due date is deemed to be delinquent and bear interest at the maximum rate allowed by Law per annum from the date of default. Upon an Owner's failure to pay any installment of an assessment for which installment payments are permitted, the Association may declare the whole assessment immediately due and payable. The Association may sue the Owner personally obligated to pay such assessment for a money judgment and/or may foreclose its lien against the Building Site. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving or otherwise impairing the security of the Association's lien or its priority. No Owner may waive or escape liability for the Association's assessment by nonuse of the Common Area or by abandonment of such Owner's Building Site.

5.10 FORECLOSURE. The lien for sums assessed pursuant to this Article may be enforced by judicial foreclosure in the same manner in which mortgages on real property may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable Attorneys' Fees. All such costs and expenses are secured by the lien foreclosed. Such Owner also is required to pay to the Association all assessments against the Building Site that become due during the period of foreclosure, which also are secured by the lien foreclosed and will be accounted and paid as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Building Site foreclosed, or to acquire such Building Site by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, use and otherwise deal with such Building Site as its owner. If any foreclosure sale results in a deficiency, the Court having jurisdiction of the foreclosure may enter a personal judgment against the Owner for such deficiency.

5.11 LIEN SUBORDINATION. The Association's lien established by this Declaration is subordinate to the lien of any First Mortgage. Sale or transfer of any Building Site does not affect the assessment lien, except that the sale or transfer of any Building Site pursuant to foreclosure of any First Mortgage, or by deed or any other proceeding in lieu

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thereof, extinguishes the Association's lien as to payments that became due prior to such sale or transfer, without prejudice, however, to the Association's right to collect such amounts from the owner personally liable for the payment of same. No such sale or transfer relieves such Building Site from liability for payment of assessments thereafter becoming due or from the lien thereof. Any Person holding a lien on a Building Site may pay, but is not required to pay, any amount secured by the lien created by this Article and such Person will then be subrogated to all rights of the Association with respect to such lien, including priority, to the extent of such payment.

5.12 SURPLUS AND DEFICIT. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, at the discretion of the Board:

- (a) be placed in reserve accounts; or
- (b) be placed in a special account to be expended solely for the general welfare of the Owners; or
- (c) be credited to the next periodic installment due from the Owners under the current fiscal year's budget, until exhausted; or
- (d) be distributed to each Owner (including Developer) in proportion to the percentage (if any) of the assessment paid by such Owner and Developer. Unless the budget for the succeeding fiscal year is adjusted to amortize the deficit during the fiscal year, any net shortage in expenses (including reserves) shall be assessed promptly against the Owners as a Special Assessment in accordance with the provisions of this Article V.

5.13 EXEMPT PROPERTY. Notwithstanding anything to the contrary herein, the following property shall be exempt from the payment of Annual Assessments, Special Assessments, Specific Assessments:

- (a) all Common Area; and
- (b) all land owned by the developer; and
- (c) all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public

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streets and public parks, if any.

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ARTICLE VI

ARCHITECTURAL AND MAINTENANCE CONTROL

6.1 ARCHITECTURAL AND MAINTENANCE COMMITTEES. The Architectural Review Committee and Maintenance Committee shall each be composed of five (5) persons. So long as Developer has a majority vote, Developer shall have the right to appoint three (3) persons to each of the Architectural Review Committee and Maintenance Committee who shall serve at the pleasure of Developer. The Board shall have the right to appoint the remaining two (2) persons to the Architectural Review Committee and Maintenance Committee who shall serve at the pleasure of the Board. Any vacancy occurring on the Architectural Review Committee or Maintenance Committee because of death, resignation or other termination of service of any member thereof shall be filled by the Board; except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the Architectural Review Committee or Maintenance Committee appointed by Developer. No member of the Architectural Review Committee or Maintenance Committee shall be entitled to compensation for services performed, but the Architectural Review Committee and Maintenance Committee may employ independent advisors and pay reasonable compensation to such advisors from Association funds. The Architectural Review Committee and Maintenance Committee shall, as applicable, have full power to regulate all matters as have been provided in this Declaration. All decisions of such Committees shall be final and binding on any Owner. At the option of Developer, Developer may exercise all of the power and authority of the Architectural Review Committee and Maintenance Committee until such Committees are established and all positions are filled.

6.2 ARCHITECTURAL REVIEW COMMITTEE AUTHORITY. The Architectural Review Committee shall have full authority to regulate the design, material and appearance of the exterior of any structures or other improvements and landscaping constructed or installed on the Property to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the Property. The power to regulate shall include the power to prohibit those exterior designs deemed inconsistent with the provisions of this Declaration, the Development Guidelines or contrary to the best interests of the Association in maintaining the value and desirability of the Property. The Board of Directors shall have authority to adopt, promulgate, rescind, amend and revise rules and regulations in connection with the foregoing, including the Development Guidelines; provided, however, such rules and

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regulations shall be consistent with the provisions of this Declaration. The authority provided herein shall apply to not only preconstruction and construction periods but also to all periods subsequent to construction to insure that all Architectural Review Committee requirements continue to be satisfied by the Owner.

6.3 MAINTENANCE COMMITTEE AUTHORITY. The Maintenance Committee shall have full authority to regulate and enforce all maintenance requirements set forth in this Declaration and in the Maintenance Guidelines to protect and preserve the value and desirability of the Property and each Building Site located thereon. The Board of Directors shall have authority to adopt, promulgate, rescind, amend and revise rules and regulations in connection with the foregoing, including the Maintenance Guidelines; provided, however such rules and regulations shall be consistent with the provisions of this Declaration.

6.4 ARCHITECTURAL REVIEW COMMITTEE APPROVAL. Without limitation of the foregoing, no construction, improvements, alterations, additions, replacements, reconstruction or attachments of any nature, including both structural and landscaping, shall be made upon any Building Site or to the exterior of any building on any Building Site, until the plans and specifications showing the nature, kind, shape, height, materials, locations, color and approximate cost of the same shall have been submitted to, and Approved by, the Architectural Review Committee. It is understood that the initial plans so submitted shall be conceptual in nature and that upon Approval of the same by the Architectural Review Committee all of the subsequent detailed plans and specifications submitted to the Architectural Review Committee which are consistent with such conceptual plans will be Approved by the Architectural Review Committee provided that such final plans do not contain any material deviation from the conceptual plan as determined solely and in the absolute discretion of the Architectural Review Committee. The Architectural Review Committee shall prepare a standard application for Architectural Review Committee review of any activity within the scope of its review. All applications to the Architectural Review Committee for Approval of any of the foregoing shall be accompanied by the following information and such other information as required in the Development Guidelines.

(a) Architectural, engineering and construction plans and specifications.

(b) Landscaping plan, including all signage.

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(c) Construction schedule.

In the event the Architectural Review Committee fails to respond to an application within thirty (30) days after the same has been submitted to and received by it, the Architectural Review Committee's Approval shall be deemed to have been given. A suit to enjoin any unapproved structure, activity, use, change, alteration or addition in violation of the prohibitions contained in this Paragraph may be instituted at any time, and the Association or any Owner may resort immediately to any other lawful remedy for such violation.

6.5 PROCEDURE. The Architectural Review Committee may appoint one or more persons to make preliminary review of all applications to the Architectural Review Committee and report such applications to the Architectural Review Committee with such person's recommendations for Architectural Review Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Architectural Review Committee deems advisable. The Owner having its plans reviewed hereunder shall pay for all costs associated with review of its plans by the Architectural Review Committee including any expense for architectural, engineering or Attorneys' Fees. Such sums shall be paid prior to final Approval of the plans and shall be considered a Specific Assessment pursuant to Paragraph 5.4 herein.

6.6 FEES. The Architectural Review Committee shall adopt a schedule of reasonable fees for processing applications to the Architectural Review Committee. Such fees, if any, shall be payable to the Association, in cash, at the time the applications are submitted to the Architectural Review Committee. In the event such fees, as well as any other costs or expenses of the Architectural Review Committee pursuant to other provisions of this Article are not paid by the Owner, all such amounts shall become a lien of the Association on the Building Site, pursuant to Article V.

6.7 LIABILITY. The Architectural Review Committee, Developer, the Association and its Members shall not be liable in damages to anyone submitting an application to them for Approval or to anyone affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of same. All persons who submit plans or specifications to the Architectural Review Committee for Approval agree, by the submission of same, and every Owner of any Building Site agrees, by acquiring title thereto or an interest therein, that he will not bring any action or suit against the Architectural Review Committee, Developer, the Association or its Members to recover damages.

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6.8 CERTIFICATION OF COMPLIANCE. Upon payment of a reasonable fee established by the Association and upon written request of any Owner of a Building Site, the Board shall issue an acknowledged certificate in recordable form setting forth the amounts of any unpaid assessments, if any, whether or not the provisions of Article VIII hereof relating to the right of repurchase have been exercised or complied with, and setting forth generally whether or not the Owner is in violation of any of the terms and conditions of this Declaration. The written statement shall be conclusive upon the Association in favor of the Person who relied thereon in good faith. The statement shall be furnished by the Board within a reasonable time, but not to exceed twenty (20) days from the receipt of a written request for such written statement. In the event Board fails to furnish such statement within said twenty (20) days, it shall be conclusively presumed that there are no unpaid assessments relating to the Building Site as to which the request was made, that the Owner has fully complied with the terms and provisions of Article VIII hereof and that said Building Site is in conformance with all of the terms and conditions of this Declaration.

6.9 PROCEEDING WITH WORK. Upon receipt of Approval from the Architectural Review Committee pursuant to Paragraph 6.4 herein, the Owner shall, as soon as practical, satisfy any and all conditions of such Approval and shall diligently proceed with the commencement and completion of all Approved excavation, construction, refinishing and alterations. In all cases, work shall commence within six (6) months from the date of Approval and if work is not so commenced, Approval shall be deemed revoked unless the Architectural Review Committee pursuant to written request made and received prior to the expiration of the six (6) month period, extends the period of time within which work must be commenced.

6.10 CONSTRUCTION WITHOUT APPROVAL. If any improvement shall be erected, placed or maintained upon any Building Site or any new use commenced upon any Building Site, other than in accordance with the Approval by the Architectural Review Committee pursuant to this Article VI, such alteration, erection, placement, maintenance or use shall be deemed to have been undertaken in violation of this Declaration and upon written notice from the Architectural Review Committee, any such improvement so altered, erected, placed, maintained or used upon any Building Site in violation of this Declaration shall be removed or altered so as to conform to this Declaration, and any such use shall cease or be amended so as to conform to this Declaration. Should such removal or alteration or cessation or amendment or use not be accomplished within thirty (30) days after receipt of such notice, then the

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party in breach of this Declaration shall be subject to the enforcement procedures set forth in Article V and elsewhere herein.

6.11 CESSATION OF CONSTRUCTION. In the event construction of any improvement on a Building Site ceases for a period of six (6) months prior to the enclosure of such improvement, the Owner, upon written demand of the Architectural Review Committee, shall raze and remove any improvement not enclosed and shall landscape the Building Site in compliance with the requirements hereof. In the event construction of any improvement ceases for a period of six (6) months after the improvement is enclosed, the Owner, upon written demand of the Architectural Review Committee, shall landscape the Building Site in compliance with the requirements hereof. In the event an Owner does not commence construction of improvements within twelve (12) months of the date of conveyance of the Building Site to the Owner (or such longer period as may be approved by Architectural Review Committee and Developer), the Owner shall landscape the Building Site with field grass or sod (or other ground cover approved in writing by the Architectural Review Committee) and thereafter maintain such ground cover in a clean, neat and safe condition until the commencement of construction of improvements.

6.12 CONSTRUCTION EQUIPMENT. All equipment used in clearing, excavating or construction on a Building Site that is not rubber-tired shall be loaded or unloaded only within the boundary lines of the Building Site. During clearing, excavating or construction, the Owner of the Building Site on which the work is performed shall cause the roads and sidewalks within or bordering on the Property to be kept clear of dirt and debris caused by such clearing, excavating or construction and shall immediately repair any damage to such roads and sidewalks.

**ARTICLE VII
OPERATION AND EXPANSION**

7.1 EFFECT UPON THE PROPERTY. From and after the date this Declaration is recorded, all of the Property shall be held, sold and conveyed subject to the provisions of this Declaration, which are for the purposes of protecting the value and desirability of, and will run with, the Property and be binding upon all parties having any right, title or interest therein, or any part thereof, their respective heirs, successors and assigns, and shall inure to the benefit of the Association and each Owner.

7.2 EFFECT UPON OTHER LANDS. Developer owns or may

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acquire additional acreage contiguous to the Property which is not subject to this Declaration. With respect to these other lands, the provisions of this Declaration are not self-executing and shall be of no legal force and effect unless and until from time to time this Declaration is extended to all or any portion of such lands by the recording by Developer of a Supplemental Declaration. The effect of such an addition would be to allow for an increase in: (1) the number of acres of land within the development, (2) the number of potential Members of the Association, and (3) the total number of votes that could be cast by Members of the Association. Upon recording of a Supplemental Declaration, the provisions of this Declaration automatically shall be extended to the portion of the land described in the Supplemental Declaration and the provisions of this Declaration thereupon shall run with such lands and be binding upon all persons having any right, title or interest therein or any part thereof, their respective heirs, successors and assigns. Until recording of a Supplemental Declaration, neither this Declaration nor any provision hereof constitutes an encumbrance, cloud, doubt or suspicion upon the title to all or any portion of such other property owned by Developer.

7.3 PROCEDURES FOR EXTENSION. Other lands may be made subject to the provisions of this Declaration by the recording of an applicable Supplemental Declaration by Developer. Neither the consent of the Owners or of the Association shall be required to extend this Declaration to other lands pursuant to this Paragraph, nor to file the amendments of Developer described in Paragraph 7.2 hereof. Developer shall not be limited as to what other lands may be made subject to this Declaration. Each such Supplemental Declaration shall: (i) contain a legal description of the lands to be encumbered by this Declaration and (ii) contain such additional, complementary or supplementary easements, restrictions, conditions and covenants applicable to the land encompassed thereby. The recordation of such Supplemental Declaration shall automatically extend the benefit and burdens of the provisions of this Declaration to the lands described therein.

7.4 RESTRICTIONS APPLICABLE TO ADDITIONAL LANDS. At the time any additional lands are made subject to this Declaration, Developer may also record an instrument which:

- (i) modifies any of the provisions of this Declaration insofar as they may apply to such additional land only, including the types of uses to which such additional lands may be put; or
- (ii) creates new provisions applicable only to such additional land; or
- (iii) omits the applicability of any of the provisions of this Declaration as to any such

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additional land; or

(iv) does any, all or none of
the above.

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**ARTICLE VIII
DEVELOPER'S RIGHT TO REPURCHASE**

8.1 TRANSFER OF UNIMPROVED BUILDING SITE. Any Building Site, or any portion thereof, or any legal, equitable or beneficial interest therein, which has not been improved with a building Approved by the Architectural Review Committee and a certificate of occupancy issued therefore may not be sold or transferred unless and until the Owner of such Building Site shall have first offered to sell such Building Site to Developer and Developer has waived, in writing, its right to purchase such Building Site.

8.1.1 Notice to Developer. Any Owner intending to make a bona fide sale to an unrelated third party of any such unimproved Building Site or any legal, equitable or beneficial interest therein shall give to Developer written notice of such intention, together with a fully executed copy of the contract of sale (the "Proposed Contract"). Within thirty (30) days of receipt of the Proposed Contract, Developer shall either exercise, or waive exercise of, its rights of first refusal. If Developer elects to exercise its right of first refusal, it shall, within thirty (30) days after receipt of the Proposed Contract, deliver to the Owner an agreement to purchase the Building Site upon the following terms:

(a) The price to be paid and the terms of payment shall be that stated in the Proposed Contract; and

(b) The sale shall be closed within ninety (90) days after the delivery or the making of said agreement to purchase.

If Developer shall fail to exercise or waive exercise of its right of first refusal within thirty (30) days of receipt of the Proposed Contract, Developer's right of first refusal shall be deemed to have been waived and Developer shall furnish a certificate of waiver as hereinafter provided. Subsequent to such waiver or failure to exercise by Developer the Owner may sell the Building Site pursuant to the terms and conditions of the Proposed Contract without any modifications or amendments to the basic terms of the Proposed Contract. If any changes or modifications are made to the Proposed Contract the revised Proposed Contract will be resubmitted to Developer for consideration pursuant to the terms of this Article VIII.

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8.1.2 Certificate of Waiver. If Developer shall elect to waive its right of first refusal, or shall fail to exercise said right within thirty (30) days of receipt of the Proposed Contract, Developer shall execute a certificate of waiver in recordable form which shall be delivered to the proposed contract purchaser and may be recorded in the Public Records of Hillsborough County, Florida.

8.1.3 Unauthorized Transactions. Any sale of a Building Site, upon which a building has not been constructed and a certificate of occupancy issued therefore, without notice to Developer and waiver of Developer's right of first refusal as aforesaid, shall be voidable at the option of Developer.

8.1.4 Exceptions. This Article VIII shall not apply to transfers to or sale by any bank, life insurance company, federal or state savings and loan association, real estate investment trust or other Person which acquires its title as a result of owning a mortgage upon the Building Site by deed from the Owner or its successors in title or through foreclosure proceedings.

8.2 FAILURE TO COMMENCE CONSTRUCTION. If any Owner fails to commence construction of a building Approved by the Architectural Review Committee upon a Building Site purchased by such Owner within a two-year period after acquiring the Building Site, Developer shall have an option for the next one hundred eighty (180) days to repurchase the Building Site upon giving fifteen (15) days prior written notice of its intention to repurchase to said Owner. If Developer elects to repurchase, the repurchase price shall be the fair market value for the Building Site which shall be determined by the Owner and Developer each appointing one appraiser, and the two appraisers appointing a third appraiser. All of the appraisers so selected shall be members of the Appraisal Institute. The agreement of any two of the appraisers shall fix the fair market value for the Building Site. The cost of the appraisers shall be equally divided between the Owner and Developer. The Owner shall transfer title of the Building Site to Developer by statutory warranty deed free and clear of any and all mortgages and other liens and assessments against the Building Site. The sale shall be closed within ninety (90) days after the delivery of Developer's prior written notice of its intention to repurchase to said Owner. The provisions of this Article shall be specifically enforceable as set forth in Article X hereof. If Developer fails to give written notice exercising its right to repurchase within the one hundred eighty (180) day period aforesaid, said right of repurchase shall be deemed waived. "Commencement of construction of a building" as defined herein means that the Owner of the Building Site has (1) obtained

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Approval of the Architectural Review Committee; (2) obtained building permits from the appropriate governmental authorities authorizing construction of a building and the improvements as Approved by the Architectural Review Committee; (3) entered into a construction contract with a contractor licensed to do business in Florida for construction of a building of substantial size; (4) expended at least the sum of Thirty Thousand Dollars (\$30,000) pursuant to such construction contract for on-site construction work; and (5) has continued in good faith with the construction once so commenced subject, however, to delays caused by forces majeure.

ARTICLE IX **GENERAL PROVISIONS**

9.1 ENFORCEMENT. The Association, the Developer or any Owner has the right to enforce, by any appropriate proceedings including but not limited to an action for specific performance, all restrictions, conditions, covenants, easements, reservations, rules, regulations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration or in any deed of a Building Site given by Developer. If the Association or Developer is the prevailing party in any litigation involving this Declaration, then that party also has the right to recover all costs and expenses incurred (including reasonable Attorneys' Fees). If the Association employs an attorney to enforce the provisions of this Declaration against any owner, then, regardless of whether suit is brought, the costs and expenses of such enforcement, including reasonable Attorneys' Fees, may be assessed against such Owner's Building as a specific assessment. Failure by the Association, the Developer or any Owner to enforce any provision contained in this Declaration does not constitute a waiver of the right to do so at any time.

9.2 TERM. The provisions of this Declaration will run with and bind the Property and will inure to the benefit of and be enforceable by the Association, the Developer or any Owner, their respective heirs, successors and assigns, for a period of thirty (30) years following the date this Declaration is recorded, whereupon the provisions of this Declaration automatically will be extended for successive renewal periods of ten (10) years each unless and until terminated by a recorded instrument, executed in accordance with Paragraph 9.3 hereof.

9.3 AMENDMENT. As long as Developer is a Member of the Association, this Declaration may not be amended, rescinded or terminated without the written consent of Developer. As long as Developer, or its designee, is engaged in development or sales or other activities related thereto, anywhere on the

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Property, Developer may unilaterally without the approval of the Owners or Mortgagees amend any provision of this Declaration. Further, Developer may withdraw any land subjected to this Declaration which is then owned by Developer.

The foregoing rights are in addition to Developer's right to amend this Declaration by Supplemental Declarations as provided in Article VII and Developer's sole right to amend this Declaration to clarify any ambiguities. After Developer no longer owns any property subject to this Declaration, this Declaration may be amended, rescinded or terminated only by an instrument executed by the Association with the formalities from time to time required of a deed, subsequent to a vote by the Members of the Association who control not less than two-thirds (2/3) of all Outstanding Votes of the Association. Provided, any amendment of this Declaration that would adversely affect the surface water management system, including the Water Retention Areas that are part of the Common Areas, must have the prior written approval of the Southwest Florida Water Management District.

Notwithstanding anything herein to the contrary, Developer may develop certain sections of the Property in a manner that will require certain terms and conditions of this Declaration to be varied and supplemented for such sections of the Property. Accordingly, Developer may record an amendment to this Declaration that varies any of the terms and conditions of this Declaration, or add additional terms and conditions, for such particular section of the Property. Such additional terms and conditions may include, but shall not be limited to, requirements regarding construction of improvements upon the Property and the use of the Property. Additionally, Developer shall have the right to approve additional regulations and Approve variances and exceptions to the provisions of this Declaration, whether or not such approvals are recorded in the Public Records.

9.4 SEVERABILITY. Invalidity of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which will remain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision of this Declaration when necessary to avoid a finding of invalidity.

9.5 INTERPRETATION. Unless the context expressly requires otherwise, (i) the use of the singular includes the plural and vice versa; (ii) the use of the term "including" or "include" is without limitation; (iii) the term "Common Area", "Building Site" and "Property" includes both any portion applicable to the context and any and all improvements, fixtures, trees, vegetation and other property from time to

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time situated thereon; and (iv) the words of "must", "will" and "should" have the same legal effect as the word "shall". This Declaration should be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability and desirability of the Property.

9.6 PERMISSION. When any act by any party affected by this Declaration requires, pursuant to the terms of this Declaration, the permission or consent of Developer, such permission or consent shall only be deemed given when it is in written form, executed by Developer.

9.7 REFERENCES TO ASSOCIATION. All references to acts which shall or may be done by "the Association" shall mean such acts as shall be determined to be done by the Board in accordance with the Association's Articles and By-Laws, unless this Declaration specifically requires such act to be done by the vote of Members of the Association or by the Architectural Review Committee or Maintenance Committee.

9.8 RESTRICTION AND COVENANTS RUNNING WITH PROPERTY. The foregoing agreements, covenants, conditions and restrictions shall constitute a servitude in and upon the Property and every part thereof, and shall run with the Property and inure to the benefit of and be enforceable by Developer, its successors and assigns, the Association, the Architectural Review Committee, the Maintenance Committee or any Owner; and failure of any such Person to enforce any restriction, covenant, condition, obligation, reservation, right, power or charge herein contained shall not be deemed a waiver of the right to thereafter enforce any such restriction, covenant, condition, obligation, reservation, right, power or charge.

9.9 ASSIGNMENT OF DEVELOPER'S RIGHTS AND DUTIES. Any and all of the rights, powers and reservations of Developer herein contained may be specifically assigned to any Person that will assume the duties of Developer pertaining to the particular rights, powers and reservations assigned and shall be evidenced by a written instrument signed by Developer and such successor and shall be recorded in the Public Records of Hillsborough County, Florida. If at any time, Developer ceases to exist and has not made such an assignment, a successor to Developer may be appointed in the same manner as this Declaration may be terminated, extended, modified or amended hereunder.

9.10 COOPERATION. All Owners will sign such documents as are reasonably requested by Developer and cooperate with Developer, in connection with Developer's application for any

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governmental approval relating to the Property.

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IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the day and year first above written.

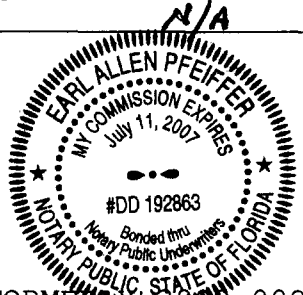
HOMES FOR HILLSBOROUGH, INC.,
A Florida not-for-profit Corporation

By: Evan Jörn 2/17/2005
Evan Jörn date
President/ Board of Directors
Homes for Hillsborough, Inc

Witnesses:
Hope Figueroa
Print Name: Hope Figueroa
Jesse Arnillas
Print Name: JESSE ARNILLAS

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 17th day of February 2005, Evan Jörn, as President of HOMES FOR HILLSBOROUGH, INC., a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me or has produced N/A as identification.



Earl Pfeiffer
NOTARY PUBLIC
Name: EARL ALLEN PFEIFFER
Serial #: DD 192863
My Commission Expires:

(FORMER INSTRUMENT 2-002-0252231.01)
9997-057-0375142.01