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Prepared by and
Return to:
Robert L. Allison, President
Buckhorn Ridge Homeowners Association, Inc.
5401 South Dale Mabry Hwy.
Tampa, FL 33611

X

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BUCKHORN RIDGE

THIS DECLARATION, made on the date hereinafter set forth by JOE F. LACKEY AND EVA M. LACKEY, AS CO-TRUSTEES OF THE JOE F. LACKEY REVOCABLE TRUST AGREEMENT, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property more particularly described as Brandon Ridge Phase 1, recorded in Plat Book 78 at pages 21-1 through 21-3, Public Records of Hillsborough County, Florida (the "Properties"); and

WHEREAS, Declarant desires to create an exclusive residential community known as "BUCKHORN RIDGE" on the Properties; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the community and for the maintenance of the common properties; and, to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of such property and each owner of such property;

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the common properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing of the assessments and charges hereinafter created; and

WHEREAS, the Declarant has incorporated under the laws of the State of Florida, as a not-for-profit corporation, BUCKHORN RIDGE HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions stated above, which association is not intended to be a Condominium Association as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes);

NOW, THEREFORE, the Declarant, hereby declares that the Properties shall be held, transferred, sold, conveyed and occupied subject to the following covenants, restrictions, easements, conditions, charges and liens hereafter set forth which are for the purpose of protecting the value and desirability of, and which shall run with the real

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property and be binding on all parties having any right, title or interest therein or any part hereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

1.1 "Architectural Control Committee" or the "Committee" shall mean and refer to the person or persons designated from time to time to perform the duties of the Architectural Control Committee as set forth herein, and their successors and assigns.

1.2 "Articles" shall mean the Articles of Incorporation of the BUCKHORN RIDGE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation.

1.3 "Association" shall mean and refer to BUCKHORN RIDGE HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns.

1.4 "Board" shall mean the Board of Directors of the Association.

1.5 "Bylaws" shall mean the Bylaws of the Association, including any and all amendments or modifications thereof.

1.6 "Common Area" shall mean all real property (including the improvements thereon) now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association at the time of conveyance of the first lot are Parcel "A" and those certain wall/landscape easements as shown on the Plat recorded in Plat Book 78, Pages 21-1 through 21-3, Public Records of Hillsborough County, Florida and the wall located in such easements.

1.7 "Common Expense" shall mean and refer to any expense for which a general and uniform assessment may be made against the Owners (as hereinafter defined) and shall include, but in no way be limited to, the expenses of upkeep and maintenance of the Common Area and shoulders of collector and arterial roadways, certain boundary walls and entrance signs.

1.8 "Declarant" shall mean and refer to JOE F. LACKEY AND EVA M. LACKEY, AS CO-TRUSTEES OF THE JOE F. LACKEY REVOCABLE TRUST AGREEMENT, its successors and assigns. It shall not include any person or party who purchases a Lot from Declarant, unless, however, such purchaser is specifically assigned as to such property by separate recorded instrument, some or all of the rights held by JOE F. LACKEY AND EVA M. LACKEY, AS CO-TRUSTEES OF THE JOE F. LACKEY REVOCABLE TRUST AGREEMENT as Declarant hereunder with regard thereto.

1.9 "Declaration" shall mean and refer to this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUCKHORN RIDGE and any amendments or modifications thereof hereafter made from time to time.

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1.10 "Dwelling" shall mean and refer to each and every single family residential unit constructed on any lot.

1.11 "FHA" shall mean and refer to the Federal Housing Administration.

1.12 "First Mortgagee" shall mean and refer to an Institutional Lender who holds a first mortgage on a Lot and who has notified the Association of its holdings.

1.13 "FNMA" shall mean and refer to the Federal National Mortgage Association.

1.14 "GNMA" shall mean and refer to the Government National Mortgage Association.

1.15 "HUD" shall mean and refer to the U.S. Department of Housing and Urban Development.

1.16 "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Lot, commercial property, membership recreational facilities or a residential dwelling, which owner and holder of said mortgage shall be any federally or state chartered bank, insurance company, HUD or VA or FHA approved mortgage lending institution, FNMA, GNMA, recognized pension fund investing in mortgages, and any federally or state chartered savings and loan association or savings bank.

1.17 "Institutional Mortgage" shall mean and refer to any mortgage given or held by an Institutional Lender.

1.18 "Interpretation" Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation". The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

1.19 "Lot" shall mean and refer to the least fractional part of the subdivided lands within any duly recorded plat of any subdivision which prior to or subsequently to such platting is made subject hereto and which has limited fixed boundaries and an assigned number, letter or other name through which it may be identified; provided, however, that "Lot" shall not mean any Common Area.

1.20 "Master Plan" shall mean and refer to the Master Development Plan for Brandon Ridge on file with the planning and zoning department of Hillsborough County, and as the same may be amended or modified from time to time.

1.21 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for

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the performance of an obligation. The term "Owner" shall include Declarant for so long as Declarant shall hold title to any Lot.

1.22 "Plat" shall mean and refer to the plat of BUCKHORN RIDGE, which has been platted as Brandon Ridge Phase 1, recorded in Plat Book 78 at pages 21-1 through 21-3, Public Records of Hillsborough County, Florida.

1.23 "Properties" shall mean and refer to that certain Plat of the real property and made subject to this Declaration.

1.24 "SWFWMD" shall mean and refer to the Southwest Florida Water Management District.

1.25 "VA" shall mean and refer to the Veterans Administration.

ARTICLE II - PURPOSE

2.1 Operation, Maintenance and Repair of Common Area. The Declarant, in order to insure that the Common Area and other land for which it is responsible hereunder will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to operate, maintain and repair the Common Area, and any improvements thereon, including, but not limited to any Surface Water Management System (hereinafter referred to as "SWMS"), lakes, retention areas, culverts and/or related appurtenances which may be located within the Properties; to maintain the decorative entranceways to the Properties; to maintain and repair the exterior surface of certain walls and fences, if any, bordering the Properties and bordering the streets within the Properties; to maintain and repair any irrigation facilities servicing land which the Association is obligated to maintain, and take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and By-Laws, or this Declaration.

2.2 Expansion of Common Area. Additions to the Common Area may be made in accordance with the terms of Article VII of this Declaration. The Declarant shall not be obligated, however, to make any such additions. Any and all such additions to the Common Area by Declarant must be accepted by the Association and such acceptance shall be conclusively presumed by the recording of a deed in the Public Records of Hillsborough County by or on behalf of Declarant for any such Common Areas or the designation of such Common Areas on a plat duly recorded for any portion of the Properties. The Association shall be required, upon request of Declarant, to execute any document necessary to evidence the acceptance of such Common Areas.

2.3 Boundary Walls. The Declarant may construct a border wall along all or part of some or all of the publicly dedicated arterial and collector streets within the Properties or streets bounding its perimeter. Such walls (the "Boundary Walls") may be constructed either on dedicated rights of way, Common Areas or the Lots, or other land of Owners

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adjacent to such rights of way. Whether or not located on common Areas, the Association shall maintain and repair at its expense such Boundary Walls, if any.

2.4 Easement for Maintenance. The Declarant hereby reserves to itself and grants to the Association, its agents and contractors a non-exclusive perpetual easement as to all land adjacent to streets within the Properties or streets bounding the perimeter thereof to the extent reasonably necessary to discharge the duties of Boundary Wall maintenance under this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times upon reasonable notice whenever the circumstances permit. The Declarant also hereby reserves for itself and the Association, and is and their grantees, successors, legal representatives and assigns, an easement for ingress and egress to, over and across the Properties for the purpose of exercising its and their rights and obligations under this Declaration.

2.5 Reciprocal Easements. There shall be reciprocal appurtenant easements between the lands adjacent to either side of a Boundary Wall for lateral and subjacent support, and for encroachments caused by the unwillful placement, settling and shifting of any such walls as constructed, repaired or reconstructed.

2.6 Irrigation. The Declarant may, but shall not be obligated to install irrigation and sprinkling equipment on Common Area, or within landscaped rights of way which the Association is obligated to maintain under this Declaration. The Association shall be obligated to maintain, operate, replace and repair such irrigation and sprinkling equipment at its own expense and such shall be Common Expense.

ARTICLE III - PROPERTY RIGHTS

3.1 Owners' Easements of Enjoyment. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association from time to time in accordance with its Bylaws to establish, modify, amend and rescind reasonable rules and regulations regarding use of the Common Area;

(b) The right of the Association to charge reasonable admission and other fees for use of any facilities situated upon the Common Area;

(c) The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment levied under this Declaration against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility as provided by its Articles;

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(e) The right of the Association to grant easements as to the Common Area or any part thereof as provided by its Articles; and,

(f) The right of the Association to otherwise deal with the Common Area as provided by its Articles.

3.2 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers provided the foregoing actually reside at the Owner's Lot.

3.3 Prohibition of Certain Activities. No damage to, or waste of, the Common Area or any part thereof, shall be committed by any Owner or any tenant or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, or place or erect any improvement or structure of any kind on the Common Area without the prior written approval of the Board of Directors.

3.4 Signs Prohibited. No sign of any kind shall be displayed in or on the common Area without the prior written consent of the Board. This Section, however, shall not apply to the Declarant.

3.5 Animals. No animals shall be permitted on or in the Common Area any time except as may be provided in the Rules and Regulations of the Association.

3.6 Rules and Regulations. No Owner or other permitted user shall violate the reasonable Rules and Regulations for the use of the Common Area, as the same are from time to time adopted by the Board.

3.7 Title to Common Area. The Declarant shall convey title to any Common Area subject to such easements, reservations, conditions and restrictions as may then be of record.

3.8 Easements Reserved in Common Area. The Declarant hereby reserves unto itself, its successors and assigns, whether or not expressed in the deed thereto, the right to grant easements over any of the Common Area for the installation, maintenance, replacement and repair of drainage, water, sewer, electric and other utility lines and facilities, provided such easements benefit land which is or will become part of the Properties. The Declarant shall further have the right, but without obligation, to install drainage, as well as water, sewer and other utility lines and facilities in, on, under and over the Common Area, provided such lines and facilities benefit land which is or will be within the Properties. The Association shall join in or separately execute any easements for the foregoing purposes which the Declarant shall direct or request from time to time.

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3.9 Easement for Lateral and Subjacent Support. There shall be an appurtenant easement between lands adjacent to the other side of a structure's wall for lateral and subjacent support and for encroachments caused by placement, settling and shifting of any such walls as constructed or reconstructed.

ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS

4.1 Voting Rights. Every Owner of a Lot, which is subject to assessment shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, Bylaws, Rules and Regulations, and this Declaration. The foregoing does not include persons or entities who hold a leasehold interest or an interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot. The Declarant shall be a member so long as it owns one or more Lots.

4.2 Membership Classifications. The Association shall have two classes of voting membership, Class A, and Class B. All votes shall be cast in the manner provided in the Bylaws. The two classes of voting memberships, and voting rights related thereto, are as follows:

(a) Class A. Class A members shall be all Owners of Lots subject to assessment; provided, however, so long as there is Class B membership the Declarant shall not be a Class A member. When more than one person or entity holds an interest in any Lot, the vote for such Lot shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to such Lot nor shall any split vote be permitted with respect to such Lot. Every Owner of a Lot within the Properties, who is a Class A member, shall be entitled to one (1) vote for that Lot.

(b) Class B. The Class B member of the Association shall be the Declarant until such Class B membership is converted to Class A at Declarant's option or as hereinafter set forth. Class B Lots shall be all Lots, owned by the Declarant which have not been converted to Class A as provided below. The Declarant shall be entitled to three (3) votes for each Class B Lot which it owns.

(c) Termination of Class B. From time to time, Class B membership may cease and be converted to Class A membership, and any Class B Lots then subject to the terms of this Declaration shall become Class A Lots upon the happening of any of the following events, whichever occurs earliest:

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- (i) When 75% of the Lots are conveyed to Owners, other than Declarant; or
- (ii) On December 31, 2003; or
- (iii) When the Declarant waives in writing its right to Class B membership.

Notwithstanding the foregoing, if at anytime or times subsequent to any such conversion, additional land is added by the Declarant pursuant to Article X hereof, such additional land shall automatically be and become Class B Lots. In addition, if following such addition of land, the total votes allocable to all Lots then owned by the Declarant (calculated as if all such Lots are Class B, whether or not they are) shall exceed the remaining total votes outstanding in the remaining Class A membership (i.e., excluding the Declarant), then any Class A Lots owned by the Declarant shall automatically be reconverted to Class B. Any such reconversion shall not occur, however, if either occurrence (ii) or (iii) above shall have taken place.

ARTICLE V - RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

5.1 Responsibilities. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, and shall keep the same in good, clean and proper condition, order and repair. The Association shall also maintain and care for the land designated in Article II, hereof, in the manner therein required. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Area, and performance of its other obligations hereunder.

5.2 Manager. The Association may obtain, employ and pay for the services of an entity or person, hereinafter called the "Manager", to assist in managing its affairs and carrying out its responsibilities hereunder to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by the Association or by the Manager. Any management agreement must be terminable for cause upon thirty (30) days notice, be for a term not to exceed three (3) years, and be renewable only upon mutual consent of the parties.

5.3 Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the Association's Articles or Bylaws.

5.4 Insurance. The Association at all times shall procure and maintain adequate policies of public liability insurance, as well as other insurance that it deems advisable or

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necessary. The Association additionally shall cause all persons responsible for collecting and disbursing Association moneys to be insured or bonded with adequate fidelity insurance or bonds.

5.5 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles or Bylaws, or by law and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or therein or reasonably necessary to effectuate the exercise of any right or privileges granted herein or therein.

5.6 Common Expense. The expenses and costs incurred by the Association in performing the rights, duties, and obligations set forth in this Article, are hereby declared to be Common Expenses and shall be paid by Class A members. All expenses of the Association in performing its duties and obligations or in exercising any right or power it has under this Declaration, the Articles of Incorporation or the Bylaws are deemed to be and are hereby Common Expenses. Common Expenses shall be borne by Class A members.

5.7 Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address of the Lot which is the subject of its mortgage, any mortgage holder, insurer or guarantor will be entitled to timely written notice of:

- a. Any condemnation or casualty loss that affects either a material portion of the project or the Lot encumbered by its mortgage.
- b. Any 60-day delinquency in the payment of assessments or charges owed by the Owner of the Lot encumbered by the mortgage in question.
- c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- d. Any proposed action that requires the consent of a specified percentage of mortgage holders.

ARTICLE VI - COVENANT FOR MAINTENANCE ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges and charges for Common Expenses; and (2) special assessments or charges against a particular Lot as may be provided by the terms of this Declaration. Such assessments and charges, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which such assessment is made. Each such assessment or charge, together with interest, costs, and reasonable attorney's fees shall also be the

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personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

6.2 Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Properties, and for the improvement and maintenance of the Common Area and the carrying out of the other responsibilities and obligations of the Association under this Declaration, the Articles and the Bylaws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of Properties, services and facilities related to the use and enjoyment of the Common Area, including the cost of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes and assessments made or levied against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the maintenance, landscaping and beautification of the Common Area and such public lands as may be designated by the Declarant or the Association; the maintenance, repair and replacement of Boundary walls required or permitted to be maintained by the Association; the employment of security personnel to provide services which are not readily available from any governmental authority; and such other needs as may arise.

6.3 Maximum Annual Assessment for Common Expenses.

(a) Initial Assessment. Until January 1 of the year immediately following the conveyance by the Declarant of the first Lot to an Owner, the maximum annual common Expense assessment per Lot shall be One Hundred Seventy Dollars (\$170.00).

(b) Standard Increases. From and after January 1 of the year immediately following the conveyance by the Declarant of the first Lot to an Owner, the maximum annual assessment for Common Expenses as stated above may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the Members.

(c) Special Increases. From and after January 1 of the year immediately following the conveyance by the Declarant of the first Lot to an Owner, the maximum annual assessment for Common Expense may be increased above the increase permitted by subsection 3(a) above by a vote of two-thirds (2/3) of each Class of Voting Members at a meeting duly called for this purpose.

(d) Duty of Board to Fix Amount. The Board of Directors may fix the annual assessment for Common Expenses at an amount not in excess of the maximum annual assessment rate established in this Section.

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6.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the propose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

6.5 Notice of Meeting and Quorum for Any Action Authorized Under Sections 6.3 and 6.4. Written notice of any members meeting called for the propose of taking any action authorized under Section 3 and 4 of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence of members or of proxies entitled to cast one-third (1/3) of all the votes of each class of membership. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6.6 Declarant's Common Expense Assessment. Notwithstanding any provision of this Declaration or the Association's Articles or Bylaws to the contrary, as long as there is Class B membership in the Association, the Declarant shall not be obligated for, nor subject to any annual assessment for any Lot which it may own, provided Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by annual assessments and the amount received from Owners, other than the Declarant, in payment of the annual assessments levied against their Class A Lots. Such difference shall be called the "deficiency", and shall not include any reserve for replacements, operating reserve, depreciation reserves, capital expenditures or special assessments. The Declarant may at any time, give thirty (30) days prior written notice to the Association terminating its responsibility for the deficiency, and waiving its right to exclusion from annual assessments. Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Lot owned by Declarant shall thereafter be assessed at twenty-five percent (25%) of the annual assessment established for Lots owned by Class A members other than Declarant. Declarant shall not be responsible for any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or special assessments. Such assessment shall be prorated as to the remaining months of the year, if applicable. Declarant shall be assessed only for Lots which are subject to the operation of this Declaration. Upon transfer of title of a Lot owned by Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant, prorated as of and commencing with, the month following the date of transfer of title. Notwithstanding the foregoing, any Lots from which the Declarant derives any rental income, or holds an interest as mortgagee or contract Seller, shall be assessed at the same amount as Lots owned by Owners other than the Declarant, prorated as of and commencing with, the month following the execution of the

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rental agreement or mortgage, or the contract purchaser's entry into possession as the case may be.

6.7 Exemption from Assessments. The assessments, charges and liens provided for or created by this Article VI shall not apply to the Common Area or any other Homeowner's Association, any property dedicated to and accepted for maintenance by a public or governmental authority or agency, any property owned by a public or private utility company or public or governmental body or agency, and any property owned by a charitable or non-profit organization.

6.8 Date of Commencement of Annual Assessments: Due Dates. The annual assessments for Common Expenses for any Lot shall commence with the transfer of such Lot with a completed residence thereon. At that time, full annual assessment for the current year shall be due from the purchaser. The Board of Directors shall fix the amount of the annual assessment for Common Expenses against each Lot not later than December 1 of each calendar year for the following calendar year. Written notice of the annual assessment for Common Expenses shall be sent to every Owner subject hereto. Unless otherwise established by the Board of Directors, annual assessments for Common Expenses shall be collected on an annual basis. The due date for special assessments shall be as established by the Board of Directors.

6.9 Lien for Assessments. All sums assessed to any Lot pursuant to this Declaration, including those owned by the Declarant, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be secured by a continuing lien on such lot in favor of the Association.

6.10 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at the maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Lot.

6.11 Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

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6.12 Homestead. By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Lot shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This Section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration, but to be construed in its favor.

6.13 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which is given to or held by an Institutional Lender, or which is guaranteed or insured by the FHA or VA. The sale or transfer of any Lot pursuant to foreclosure of such a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any such first mortgagee of a Lot any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall give such first mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings, against the Lots; provided, however, that such first mortgagee first shall have furnished to the Association written notice of the existence of its mortgage, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this Section are to be given. Any such first mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any amounts secure by the lien created by this Article VI.

6.14 Special Assessment for Maintenance Obligations of Owners. In the event an Owner obligated to maintain, replace or repair a Boundary Wall, or portion thereof, pursuant to this Declaration hereof shall fail to do so, or should an Owner fail to perform any maintenance, repair or replacement required under the terms of this Declaration, the Association, upon ten (10) days prior written notice sent certified or registered mail, return receipt requested, or hand delivered, may have such work performed, and the cost thereof shall be specially assessed against such Lot, which assessment shall be secured by the lien set forth in Section 9 of this Article VI.

6.15 Reserves and Working Capital. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area. The reserve fund shall be maintained out of regular assessments for common expenses. A working capital fund is required for the Property's operation, equal to at least two months' assessments for each Lot, which fund can be use for the ordinary Association expenses. Each Lot's share of the working capital fund shall be collected and transferred to the Association at the time of closing the sale of such Lot by the Declarant, and shall be maintained in an account for the use and benefit of the Association, to be used for unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable. The working capital fund is not to be considered as advance payment of regular assessments.

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6.16 Certificate of Amounts Due. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

ARTICLE VII - HUD, FHA, VA AND FNMA APPROVAL

7.1 General Plan of Development. The Declarant has on file at its business office, presently located at 5401 South Dale Mabry, Tampa, FL 33611, a general plan of development (the "General Plan") for the land which is subject to this Declaration, showing a general indication of the size and location of developments; the approximate size and location of Common Area, if any; and the general nature of any proposed Common Area facilities and improvements, if any. Such General Plan shall not bind the Declarant to make any such Common Areas or adhere to the General Plan. Such General Plan may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued.

7.2 HUD, FHA or VA Approval. As long as there is a Class B member, the following actions will require the prior approval of HUD or FHA or VA:

- (a) Dedication of additional Common Areas;
- (b) Amendment of the Articles of Incorporation of the Association;
- (c) Amendment of the Bylaws of the Association;
- (d) Dissolution of the Association;
- (e) Amendment of this Declaration; and
- (f) Annexation of additional properties.

Such approval need not be evidenced in writing and the recording, filing or dedication, as appropriate, shall be presumed to have such approval when made.

7.3 Acceptance of Land. In the event that the Declarant conveys, from time to time, any portion or portions of the real property contained within the real property described in Exhibit "A" attached hereto to the Association, the Association is irrevocably bound to accept such conveyance.

7.4 Information. The Association shall make available to all Owners and to lenders, holders, insurers or guarantors of any first mortgage encumbering a Lot, current copies of this Declaration, the Articles and Bylaws, and any rules and regulations in force from time to time, and/or the most recent annual financial statement of the Association.

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Copies of any of the foregoing and the books, records and financial statements of the Association shall be available for inspection, upon request, during normal business hours, and copies will be provided for a reasonable charge not to exceed the cost of photocopying. The Association shall, upon written request, make available to all holders, insurers or guarantors of a first mortgage encumbering a Lot, a financial statement for the preceding fiscal year within one hundred twenty (120) days of the end of the Association's fiscal year.

ARTICLE VIII - USE RESTRICTIONS

8.1 Residential Use. All of the Subdivision shall be known and described as residential property and no more than one detached, single-family dwelling may be constructed on any Lot, subject to the easements indicated on the Plat and the easement reserved in Section 4 of this Article. No Dwelling may be divided into more than one residential dwelling and no more than one family shall reside within any Dwelling.

8.2 Structures. No structure shall be erected nearer than twenty (20) feet from a front Street Line or side Street Line. No Structure shall be erected nearer than five (5) feet from a Side Yard Line or nearer than twenty (20) feet from a Rear Yard Line. A swimming pool may not be located in the Front Yard of any Lot, but may be located in any area of a Lot as permitted by Hillsborough County regulations. The terms "Structure", "Street Line", "Front Yard", "Side Yard Line", and "Rear Yard Line" shall have the meanings ascribed by the Hillsborough County Zoning Regulations in effect as of the date of the recording of this Declaration; provided, however, the term "Structure" shall not include a fence. Above ground swimming pools are prohibited.

8.3 Dwelling. No dwelling shall have a floor square foot area of less than 1,375 square feet, exclusive of screened area, open porches, terraces, patios and garages. All dwellings shall have at least two (2) inside baths. A "bath", for the purposes of this Declaration, shall be deemed to be a room containing at least one (1) shower or tub, and a toilet and wash basin. All dwellings shall have at least a two (2) car garage attached to and made part of the dwelling. All dwellings shall be constructed with concrete driveways and grassed front, side and rear lawns, provided the lot areas designated on the Plat for drainage easement purposes need not be grassed. Each dwelling shall have a shrubbery planting in front of the dwelling.

8.4 Easements.

(a) Perpetual easements for the installation and maintenance of utilities and drainage facilities are hereby reserved to Declarant, Association and Hillsborough County in and to all utility and drainage easement areas shown on the Plat (which easements shall include, without limitation, the right of reasonable access over Lots to and from the easement areas), and Declarant, Association and Hillsborough County each shall have the right to convey such easements on an exclusive or non-exclusive basis to

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any person, corporation or governmental entity. Neither the easement rights reserved pursuant to this Section or as shown on the Plat shall impose any obligation on Declarant to maintain such easement areas, nor to install or maintain the utilities or improvements that may be located on, in or under such easements, or which may be served by them. The easement areas of each Lot and all above-ground improvements in such easement areas shall be maintained continuously by and at the expense of the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Within such easement areas no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to or the installation and maintenance of the easement areas or any utilities or drainage facilities, or which may change the direction or obstruct or retard the flow of water through drainage channels in such easement areas, or which may reduce the size of any water retention areas constructed in such easement areas. In addition, no fences, driveways, pools and decks, patios, air conditioners, any impervious surface improvements, utility sheds, sprinkler systems, trees, shrubs, hedges, plants or any other landscaping element other than sod shall be placed or erected upon or within the drainage easement areas shown on the Plat except as approved by the County Administrator. With regard to specific easements for drainage shown on the Plat, Declarant shall have the right, but without obligation, to alter the drainage facilities therein, including slope control areas, provided any such alteration shall not materially adversely affect any Lot unless the Owner of such Lot shall consent to such alteration.

(b) The Declarant, for itself and its successors and assigns and for the Association hereby reserves an easement five (5) feet wide running along the rear or side lot line, as the case may be, of any Lot which is parallel to and adjacent to any arterial and/or collector roads and streets for the purpose of construction of a privacy wall or fence and name monuments for the Properties. Once such fence or monuments, or both, have been erected, the Association shall have the obligation, at the Association's expense, which shall be a Common Expense, to maintain, repair and replace the exterior portions of such wall or fence and monuments in a neat and aesthetic condition. It shall be the obligation of the Lot Owner whose Lot abuts such portion of the wall or fence to paint and otherwise maintain the surface of the wall or fence. The level of maintenance and repair as well as color of paint shall be consistent with the level of maintenance and repair and color applied to the exterior surfaces of such wall, fence or monument. The Declarant hereby grants the Association a non-exclusive perpetual easement as to all Lots to the extent necessary to permit the Association to undertake such boundary wall maintenance as it may be responsible for pursuant to this Declaration. The responsibility of a Lot Owner for maintenance, repair or painting of a wall or fence pursuant to this Article shall not be affected by the fact that the wall or fence is located partially on his Lot and partially on the abutting right-of-way, or Common Area, as the case may be. In such event, for the purpose of the Lot Owners' obligation hereunder, such wall or fence will be deemed located entirely within the Lot boundary. If an Owner shall fail to undertake any maintenance, repair, upkeep or painting pursuant to this Article VIII, then the Declarant or the Association, after giving such Owner at least ten (10) days written notice, shall be authorized, but shall not be obligated, to undertake such work at the Owner's expense.

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Entry upon an Owner's Lot for such purpose shall not constitute a trespass. If such work is undertaken by the Association, the charge therefor shall be specially assessed against the Lot and secured by a lien thereon as provided by Section 14 of Article VI. The specific rights granted by this Section are in addition to, and not exclusive of, those rights or remedies which may be otherwise available to the Association, or other parties.

(c) An easement is hereby reserved over all portions of the Property for installation and maintenance of electrical apparatus, CATV facilities, or other apparatus for any utilities now or hereafter installed to serve any portion of the Property, provided, however, no such apparatus or facilities shall be installed within a Lot or Dwelling so as to unreasonably interfere with the use thereof by the Owner, nor shall such facilities hinder the Association in the exercise of its rights hereunder. The specific location of any such apparatus or facilities, and the granting of specific easements therefor in favor of the providers of any such utilities, shall be determined by and within the powers of the Association.

(d) The Board of Directors shall have the right to create new easements for pedestrian and vehicular traffic and utility services across and through the Properties; provided, however, that the creation thereof does not adversely affect the use of any Lot.

(e) Declarant reserves for itself, the Association, and their respective grantees, successors, legal representatives, agents and assigns, an easement for access to, over and across all or any portions of the Property for the purpose of exercising their respective rights and obligations under this Declaration, including but not limited to the performance of emergency repairs and any other work reasonably necessary for the proper maintenance and operation of the Property. Absent emergency conditions, entry into any Dwelling shall not be made without the consent of the Owner or occupant thereof, except pursuant to a valid court order. An Owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by this Article, provided such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

(f) Declarant reserves a blanket easement, and the right to grant and record specific easements, encumbering all or any portions of the Property, as reasonably required to provide access and utilities services to the lands adjacent to the Property, whether or not any part or all of said lands are submitted to the terms of this Declaration. Any specific easements granted pursuant to this Section shall not unreasonably interfere with the use and enjoyment of the Property by the Owners.

(g) The creation of new easements as provided for in this Section shall not unreasonably interfere with ingress to and egress from a Lot or residence thereon.

(h) In the event that any structure or improvement on any Lot shall encroach upon any of the Common Areas or upon any other Lot for any reason other than the intentional or negligent act of the Owner, or in the event any Common Area shall

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encroach upon any Lot, then an easement shall exist to the extent of such encroachment for so long as the encroachment shall exist.

8.5 Use of Accessory Structures. No structure of an accessory or temporary character, trailer, shack, detached garage, barn, utility shed or other building other than a full-sized Dwelling shall be moved to, erected on, or used on any Lot at any time for a residence, workshop, office, or storage room, either permanently or temporarily. Notwithstanding the foregoing, temporary buildings, mobile homes, or field construction offices may be used by Declarant and its agents in connection with construction work. No recreation vehicle may be used as a residence or for any other purpose on any of the Lots in the Properties.

8.6 Commercial Uses and Nuisances. No business, service, repair, or maintenance operations for the general public shall be allowed on any Lot at any time. No trade, business, profession or other type of commercial activity shall be carried on upon any portion of the Property, except that real estate brokers, Owners and their agents may show Dwellings within the Property for sale or lease, subject to the other terms and provisions hereof. No activity shall be conducted upon the Property which may become a nuisance or unreasonable annoyance to the other residents of the Property. No illegal, noxious or offensive activity shall be permitted or carried on upon any part of any Lot, nor shall anything be permitted or done thereon which is or may become a nuisance or source of embarrassment, discomfort or annoyance to the neighborhood. No Owner shall permit any use of his Dwelling or make any use of the Common Area that will increase the cost of insurance above that required when the Dwelling is used for the approved purposes, or that will cause any insurance to be canceled or threatened to be canceled, except with the prior written consent of the Association.

8.7 Animals. No animals shall be kept, permitted, raised or maintained on any Lot, except as permitted in this Section. Birds, fish, and not more than three dogs and/or cats may be kept on a single Lot for the pleasure and use of the occupants, but not for any commercial or breeding use or purpose; provided that no person owning or in custody of a dog shall allow the dog to stray or go upon another Lot without the consent of the Owner of such Lot; and provided further that dogs must be on a leash when the dog is outside of the Owner's Lot.

8.8 Fences. In order to preserve the uniform appearance and aesthetics of the community and to facilitate maintenance of the lawn areas, fences are prohibited, except as hereinafter provided. Subject to the Association's prior written approval, all or part of the back yard within the confines of the Owner's Lot may be enclosed by board on board or shadowbox style, pressure treated wood fences six feet or less in height, subject to compliance with all applicable governmental requirements. Painted, stockade or metal fences are prohibited.

8.9 Vehicular Parking and Garages. No vehicles of any kind and no boats may be kept or parked on any Lot or the Common Area, except that private vehicles used by the occupants of a Dwelling or Lot may be parked only within the garage and driveway

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upon the Lot. Garage doors shall be kept closed, except when a vehicle is entering or exiting the garage. Except during deliveries to Dwellings, no commercial vehicles shall be parked within the Property, including the public or private streets adjacent to Lots.

8.10 Garbage/Trash Collection. No trash, garbage, rubbish, debris, waste material, or other refuse shall be allowed to accumulate or remain on any part of any Lot, nor upon any land or land's contiguous thereto. No fires for the burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of any Lot, except by Declarant. Garbage shall be collected from each Lot and shall be arranged for by each Owner. Owners shall deposit all garbage in plastic bags within appropriate containers. No garbage containers shall be placed or remain outside of a Dwelling upon any Lot except on the days garbage collection is to be made from such Lot.

8.11 Laundry Hanging. Laundry hanging upon or visible from the Common Areas or any other Dwelling shall not be permitted.

8.12 Electrical Interference; Antennas. No electrical machinery, device or apparatus of any sort shall be used or maintained on any portion of the Property which causes interference with the television or radio reception of any other resident of the Property. This provision shall not prevent Declarant from using any equipment required in construction of any improvement upon the Property. No exterior radio, television or other electronic antennas and aerials, including satellite dishes, shall be allowed, unless installed so as to be completely concealed from public view, such as in attics. Notwithstanding the foregoing, the installation of one (1) 18 inch satellite system will be allowed with the approval of its location by the Architectural Control Committee.

8.13 Lot and Dwelling Upkeep. All Owners of Lots with completed houses thereon shall, as a minimum, have the grass regularly cut and all trash and debris removed. The Owner of each Lot shall maintain the Dwelling located thereon in good repair, including, but not limited to the exterior paint and appearance of the Dwelling. If an Owner of a Lot fails, in Board's sole discretion, to maintain their Lot or Dwelling as required herein, the Board, after giving such Owner at least ten (10) days written notice, is hereby authorized, but shall not be hereby obligated, to maintain that Lot and said Owners shall reimburse Association for actual costs incurred therewith. No newspaper, aluminum foil, reflective film, nor any other material, other than usual and customary light colored window treatments, shall be placed over the windows of any Dwelling.

8.14 Damage; Reconstruction. In the event a Dwelling or any part thereof is damaged or destroyed by casualty or otherwise, then within twelve (12) months after such incident, the Owner thereof shall either rebuild or repair the damaged Dwelling or promptly clear the damaged improvements and regrass and landscape the Lot in a sightly manner. Any repair, rebuilding or reconstruction on account of casualty or otherwise shall be substantially in accordance with the plans and specifications for such improvements as originally constructed or with new plans and specifications approved by the Board of Directors of the Association.

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8.15 Signs. No signs shall be displayed within the Property with the exception of a maximum of one "For Sale" and/or "Open for Inspection" sign upon each Lot not exceeding 36" x 24", fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground. Notwithstanding anything to the contrary herein, Declarant, its successors, agents and designated assigns shall have the exclusive right to maintain signs of any type and size and for any purpose within the Property.

8.16 Mail. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Association.

8.17 Wells; Oil and Mining Operations. No water wells may be drilled or maintained on any portion of the Property without the prior written approval of the Declarant, which approval may be subject to any conditions deemed necessary or desirable by the Declarant. Any approved wells shall be constructed, maintained, operated and utilized in strict accordance with any and all applicable statutes and governmental rules and regulations pertaining thereto. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted within the Property, nor shall any oil wells, tanks, tunnels, derricks, boring apparatus, mineral excavations or shafts be permitted upon or in the Property.

8.18 Solar Devices. No solar devices or solar film of any nature shall be permitted to be placed on the exterior of any Dwelling or so as to be visible from the exterior of any Dwelling.

8.19 Gas Tanks; Water Softeners. No gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any of the Dwellings. All gas tanks, gas containers, and gas cylinders shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative wall approved by the Association. Provided the design, construction and installation location shall have first been approved by the Association, Owners may have water softener units installed. No such equipment shall be above ground level more than 18 inches.

8.20 Exterior Colors. Subsequent to the initial painting done by Declarant on any Dwelling, exterior colors shall be submitted to the Architectural Control Committee for approval, prior to painting.

8.21 Basketball Goals. No permanent basketball goals shall be erected on any Lot within the Properties. Portable basketball goals will be permitted in accordance with the Rules and Regulations of the Association.

8.22 Play/Gymnastic Equipment. No swing sets, playground, gymnastic equipment such as trampolines, play house, tree house or similar yard improvement shall

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be erected or placed on a Lot without the prior written approval of the Architectural Control Committee.

8.23 Exterior Lighting. All proposed exterior lighting shall be submitted to the Architectural Control Committee for approval prior to its installation. No exterior lighting shall be permitted which, in the opinion of the Architectural Control Committee, would create an annoyance to neighboring Owners or be incompatible with the surrounding residential units. Flood lighting of buildings is prohibited except approved security flood lighting with fixtures mounted in the roof eaves. Intense colored lighting or intermittent lighting is prohibited without the written approval of the Architectural Control Committee.

8.24 Holiday Decorations and Lighting. The use of exterior Christmas decoration and lighting is permitted, as long as such decoration and lighting are not placed prior to November 1 of the current year and are removed prior to January 31 of the following year. Other Holiday decorations are permitted to be displayed on the exterior of any Lot or Dwelling for no more than thirty (30) days.

8.25 Front Doors. The front door of a Dwelling shall be maintained in an attractive manner. No screen doors, storm doors, glass doors or the like shall be allowed on such front doors without the written approval of the Architectural Control Committee.

8.26 Awnings, Canopies and Shutters. No awnings, canopies or shutters, including hurricane or storm shutters, shall be affixed or attached to the exterior of any building without the written approval of the Architectural Control Committee.

8.27 Trees. No Owner shall remove, damage, trim, prune or otherwise alter any tree in the Properties, the trunk of which tree is eight (8) inches or more in diameter at a point twenty-four (24) inches above the adjacent ground level, except as follows:

- (a) With the express written consent of the Association.
- (b) If the trimming, pruning, or other alteration of such tree is necessary because the tree or a portion thereof creates an eminent danger to person or property and there is not sufficient time to contact the Association for their approval.
- (c) Notwithstanding the foregoing limitation, an Owner may perform, without the express written consent of the Association, normal and customary trimming and pruning of any such tree, the base or trunk of which is located on said Owner's Lot, provided such trimming or pruning does not substantially alter the shape or configuration of any such tree or would cause premature deterioration or shortening of the life span of any such tree.
- (d) It is the express intention of this Section 21 that the trees existing on the Properties at the time of the recording of this Declaration, and those permitted to grow on the Properties after said time, be preserved and maintained as best as possible in

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their natural state and condition. Accordingly, these provisions shall be construed in a manner most favorable to the preservation of that policy and intent.

8.28 Rules and Regulations. Reasonable rules and regulations concerning the appearance and use of the Lots and Common Area, and consistent with the terms of this Declaration, may be made and amended from time to time by the Board of Directors and/or the Association in the manner provided in the Articles and Bylaws. Copies of such rules and regulations shall be made available to all Owners upon request, for a reasonable fee not to exceed the cost of photocopying.

8.29 Amendments and Modifications by Declarant. Notwithstanding any provisions of this Declaration to the contrary, Declarant, its successors and designated assigns, reserves the right and authority, subject to FHAVA approval (which approval need not be evidenced in the public record), for a period of seven (7) years from the date of recording of this Declaration to amend, modify or grant exceptions or variances from any of the Use Restrictions set forth in this Article VIII without notice to or approval by other Lot Owners, provided that such amendments, modifications, exceptions or variances shall be substantially consistent with the general uniform plan of residential development. All amendments, modifications, exceptions or variances increasing or reducing the minimum square foot area of dwellings, pertaining to fence size, location or composition, or pertaining to the location of structures on a Lot shall be conclusively deemed to be within the authority and right of Declarant under this Section.

ARTICLE IX - ARCHITECTURAL CONTROL

9.1 Generally. Prior to the commencement of the work described therein, all building plans and specifications, including plot plan, grading plan and material lists, for the original construction, alteration or addition of structures, or for the erection of walls, hedges or fences, and all plans for the landscaping of yards and yards that abut public streets, and all plans or agreements relating to the appearance, colors and materials to be used on the exterior of a structure, shall be approved in writing by an Architectural Control Committee duly appointed by said Board for these purposes. As long as Declarant owns a Lot, the Architectural Control Committee shall be the Declarant. After the Declarant no longer owns any Lots, the Architectural Control Committee shall be a Committee of the Association appointed by the Board of Directors. The Committee shall have the absolute right to approve or disapprove said plans for any reason, including aesthetic considerations. All plans must be sent to the Association by certified or registered mail, return receipt requested, at 5401 South Dale Mabry Hwy., Tampa, FL 33611, or such other address as the Board may hereafter from time to time designate in writing. Any plans not disapproved within thirty (30) days after their receipt by the Committee shall be deemed approved.

9.2 Modifications. No Owner shall cause any additions, modifications, improvements or changes to be made on the exterior of their structure, including painting, stone work or veneer, brick work or veneer, stucco or stucco veneer or any facade of any

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nature or other decoration, or the installation of electrical wiring, machinery, water softener or air-conditioning units which may protrude through the walls or roof of the structure, or in any manner change the appearance of any portion of the structure which is not within the walls of said structure, or change any grade or drainage flow of the Properties or modify any landscaping in the Properties without the written consent of the Board of Directors of the Association or any Architectural Control Committee designated by the Board of Directors. The Board of Directors of the Association may establish any reasonable requirements it deems necessary to grant or deny such modifications, including but not limited to, the submission of full plans and specifications to the Board of Directors of the Association.

ARTICLE X - ADDITIONS TO PROPERTY

10.1 Additions to the Property. Additional land may be brought within the jurisdiction and control of the Association in the manner specified in Section 2, and made subject to the terms of this Declaration as if part of the Property initially described herein, provided such is done within twenty (20) years from the date this instrument is recorded. Notwithstanding the foregoing or any other provisions of this Article X, under no circumstances shall the Declarant be required to make any such additions, and until such time as such additions are made to the Property, in the manner hereinafter set forth, any other real property owned by the Declarant or any other person or entity, other than the Property, shall in any way be affected or become subject to this Declaration. All additional land brought within the jurisdiction and control of the Association and made subject to this Declaration shall thereupon and thereafter be included within the term "Property" as used in this Declaration.

10.2 Procedure for Making Additions to the Property. Declarant shall have the right from time to time, in its discretion and without need for the joinder, consent or approval of the Association or any other Owner or holder of any interest in the Property, to bring within the jurisdiction and control of the Association and make subject to the scheme of this Declaration additional lands. The additions shall be made by the Declarant filing of record a Supplement to Declaration of Covenants, Conditions and Restrictions with respect to the additional land, extending the scheme of this Declaration to such land. Such Supplement need only be executed by the Declarant, the fee simple owner of the land submitted, and the holders of all mortgage liens, if any, thereon. No addition shall revoke or diminish the rights of the Owners to the utilization of the Common Area as established hereunder, except to grant to the Owners of the land being added to the Property the right to use the Common Area according to the terms and conditions established hereunder, and the right and obligation to vote and pay assessments as herein provided.

10.3 Voting Rights and Assessment Obligation as to Additions to the Property. Declarant shall have no assessment obligation or voting rights as to additional lands until such lands or portions thereof are actually added to the Property in accordance with the

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provisions of this Article X. At such time, the Declarant shall be obligated to pay or exempt from assessments and shall be entitled to voting rights with regard to Lots which it owns within such added lands, upon the same terms and conditions as other Lots within the Property owned by Declarant. Any Lots on any lands added to the Property which are owned by Owners other than the Declarant shall be subject to assessments and shall be entitled to voting rights identical to those granted by this Declaration to Owners other than Declarant.

10.4 Annexation. As an alternative to the method described above in this Article X, additional residential property and Common Area may be annexed to the Property with the consent of two-thirds (2/3) of each class of members.

ARTICLE XI - MISCELLANEOUS

11.1 Term and Amendment. This Declaration shall become effective upon its recordation in the Public Records of Hillsborough County, Florida, and the restrictions herein shall run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of Lots within the Property subsequently executed, and shall be binding on all parties and all persons claiming under such deeds, for a period of twenty-five (25) years from the date this Declaration is recorded, after which time the term of this Declaration shall automatically extend for successive periods of ten (10) years each, unless prior to the commencement of any such ten (10) year period, an instrument in writing, signed by a majority of the Owners of Lots within the Property, has been recorded in the Public Records of Hillsborough County, Florida, which instrument may alter or rescind this Declaration in whole or in part. Any amendment which would affect the surface water management system, including the water management portions of the Common Areas, or which would reduce the initial term of this Declaration, must have the prior approval of SWFWMD.

11.2 Enforcement. If any person, firm or corporation, or their respective heirs, personal representatives, successors or assigns shall violate or attempt to violate any of the restrictions set forth in this Declaration, it shall be the right of the Declarant, the Association or any Owner of a Lot within the Property to bring any proceedings at law or in equity against the person or persons violating or attempting to violate such restrictions, whether such proceedings aim to prevent such persons from so doing, or to recover damages, or to foreclose against the land any lien created hereunder, or otherwise, and if such person is found in the proceedings to be in violation of or attempting to violate the restrictions set forth in this Declaration, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees (including those on appeal) incurred by the party enforcing the restrictions set forth herein. Declarant shall not be obligated to enforce the restrictions set forth herein and shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than itself. Failure of Declarant or any other person or entity to enforce any provision of this Declaration upon breach, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or as to any similar breach occurring prior or

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subsequent thereto. Issuance of a building permit or license which may be in conflict with the restrictions set forth herein shall not prevent the Declarant, the Association or any of the Owners from enforcing the restrictions set forth herein.

11.3 Notice. Any notice required to be sent to any Owner under the provisions of this instrument shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of said Owner.

11.4 Severability. Invalidation of any term or provision of this Declaration by judgment or court order shall not affect any of the other provisions hereof which shall remain in full force and effect.

11.5 Amendment. This Declaration may be amended from time to time by recording among the Public Records of Hillsborough County, Florida, an instrument signed either by:

- (a) The Declarant, as provided in Section 29 of Article 8; or
- (b) A vote of two-thirds (2/3) of the Voting Members of each class of membership, at a meeting called for such purpose; or
- (c) By the duly authorized officers of the Association provided such amendment by the Association officers has been approved in the manner provided in Paragraph (b) of this Section.

Notwithstanding anything herein to the contrary, so long as the Declarant, or its assigns shall own any Lot no amendment shall diminish, discontinue or in any way adversely affect the rights of the Declarant under this Declaration, nor shall any amendment pursuant to (b) or (c) above be valid unless approved by the Declarant, as evidenced by its written joinder. Any amendment to this Declaration which would affect any SWMS located within the properties must have the prior approval of SWFWMD; such approval need not be recorded.

11.6 Approvals. Wherever herein the consent or approval of the Declarant or the Association is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the party from whom such consent or approval is required. In the event such party fails to act on any such written request within thirty (30) days after the same has been received, the consent or approval to the particular action sought in such written request shall be conclusively and irrefutably presumed, except that no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants herein contained other than the covenant to obtain the approval specifically requested as set forth above.

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11.7 Assignment. Declarant shall have the sole and exclusive right at any time and from time to time to transfer and assign to and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant under this Declaration.

11.8 Warranties. Declarant makes no warranties, express or implied, as to the improvements located in, on or under the Common Area. Each owner of a Lot, other than Declarant, by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to acknowledge and agree that there are no warranties of merchantability, fitness or otherwise, either express or implied, made or given, with respect to the improvements in, on or under the Common Area, all such warranties being specifically excluded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has caused this Declaration to be executed this 15th day of AUGUST, 1996.

Signed, sealed and delivered
in the presence of:

JOE F. LACKEY AND EVA M. LACKEY, AS
CO-TRUSTEES OF THE JOE F. LACKEY
REVOCABLE TRUST AGREEMENT

Robert L. Allison
Printed Name: ROBERT L. ALLISON

By Joe F. Lackey
Joe F. Lackey

Suzanne C. Knowlton
Printed Name: SUZANNE C. KNOWLTON

By Eva M. Lackey
Eva M. Lackey

Ram L. DeCosta
Printed Name: RAM L. DECOSTA

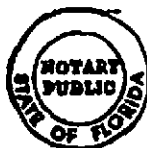
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STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 15th day of AUGUST, 1996, by JOE F. LACKEY, [personally known to me] [who has produced _____ as identification].



SUZANNE C. KNOWLTON
My Comm. Exp. 9/05/98
Bonded By Service Ins
No. CC404960
[[Personally Known] [Other I.D.]

Suzanne C. Knowlton
Notary Public
Printed Name: SUZANNE C. KNOWLTON
Commission No: CC 404960
My Commission expires: 9/05/98

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 15th day of AUGUST, 1996, by EVA M. LACKEY, [personally known to me] [who has produced _____ as identification].



SUZANNE C. KNOWLTON
My Comm. Exp. 9/05/98
Bonded By Service Ins
No. CC404960
[[Personally Known] [Other I.D.]

Suzanne C. Knowlton
Notary Public
Printed Name: SUZANNE C. KNOWLTON
Commission No: CC 404960
My Commission expires: 9/05/98