

Section 5. "Board" means the Association's Board of Directors.

Section 6. "Common Area" means all property whether improved or unimproved, or any interest therein, which from time to time is owned by the Association for the common use and enjoyment of all Owners.

Section 7. "Declaration" shall mean and refer to this Declaration, together with any and all supplements or amendments hereto, if any.

Section 8. "Developer" means Nelson C. Steiner, and its successors and assigns, if such successors and assigns are designated in writing by the Developer as the successors and assigns of Developer's rights hereunder.

Section 9. "Dwelling" shall mean the residential unit installed upon a Lot.

Section 10. "Lot" means any platted parcel of land shown on the recorded subdivision map or replat as recorded in the Public Records of Hillsborough County.

Section 11. "Maintenance" means the exercise of reasonable care to keep buildings, homes, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy weed-free environment for optimum plant growth, and which will, as a minimum, include the mowing of all grass on a Lot.

Section 12. "Member" means every person or entity who holds membership in the Association.

Section 13. "Mortgage" means any mortgage, deed of trust, or other instrument transferring any interest in a Lot as security for the performance of an obligation. "First Mortgage" means any institutional mortgage constituting a valid lien prior in dignity to all other mortgages encumbering the same property.

Section 14. "Mortgagee" means any person named as the obligee under any Mortgage, or the successor in interest to such person.

Section 15. "Occupant" means the person or persons, other than the Owner in possession of a Lot, and may, where the context so requires, include the Owner.

Section 16. "Owner" means the record owner, whether one or more persons, of the fee simple title to any Lot, including contract sellers, but excluding any other person holding such fee simple title only as security for the performance of an obligation. As the context may admit, Owner includes all persons (i) claiming any right, title or interest in a Lot by, through, or under any Owner, or (ii) lawfully upon the Properties with the consent of any Owner, express or implied, such as an Occupant.

Section 17. "Plat" means the final official plat as recorded and shall include the subdivided real property therein described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

Section 18. "Property" sometimes also referred to as Properties herein, means the lands described as Colonial Hills, Phase I.

Section 19. "Recorded" means filed for record in Hillsborough County, Florida.

Section 20. "Structure" shall mean any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage,

porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, sign, signboard, temporary or permanent living quarters (including any home or manufactured home), temporary or permanent improvement, excavation, grading, fill, ditch, diversion, dam, other thing or device which affects the flow of waters, utility shed, detached shed or other activity.

ARTICLE II. PROPERTY RIGHTS AND COMMON AREA

Section 1. "Easements and Enjoyment". Each Owner has a nonexclusive right and easement of enjoyment in and to the Common Area that is appurtenant to, and will pass with, the title to every Lot, subject to the following:

- a. Fees.** The Association's right to charge reasonable fees for the use, safety and maintenance of any common facilities from time to time situated on the Common Area; and to manage the Association.
- b. Suspension.** The Association's right to suspend such Owner's right to use any facility owned or controlled by the Association for the period of unpaid assessments; or to suspend any Owner's right to use any such facility for any infraction of the Association's valid rules and regulations for a period not to exceed 60 days. No such suspension shall interfere with the Owner's access to the Lot owned.
- c. Delegation of Use.** Subject to such limitations as may be imposed by the By-Laws or reasonable rules and regulations adopted by the Association, each Owner may delegate his right of enjoyment in and to the Common Area, and accompanying facilities, if any, to members of his family, his guests, tenants and invitees.
- d. Rules and Regulations.** The Association's right to adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Common Area.

Section 2. Permanence. The benefit of all rights and easements granted by the Declaration constitutes a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive, its benefit, nevertheless, is exclusive to all Lots granted such benefit by this Declaration unless this Declaration expressly grants such benefit to additional persons. In no event does the benefit of any such easement extend to the general public except as provided in the next Section. The burden of all rights and easements granted by this Declaration constitutes a permanent servitude upon the lands affected.

Section 3. Public Easements. Developer has dedicated and conveyed or will dedicate or convey to the Association utility, drainage, wall and landscape easements, together with a right of ingress and egress over and across the easement areas for such purposes. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, drainage structures or walls, or which may impede the flow of water through drainage structures in the easements. Easement areas within a Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, unless maintained by the Association. Each Owner is responsible for damage to or destruction of the easement area and all improvements on it caused directly or proximately by the acts or omissions of such Owner and any guests, invitees, residents, or other persons occupying or present upon said Lot.

Section 4. No Partition. There shall be no judicial partition of the Common Area, nor shall Developer, or any Owner, or any person acquiring any interest in the Properties or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in cotenancy.

Section 5. General Restrictions. Except with the Association's prior written consent or in accordance with the Association's rules and regulations:

a. Obstructions. There will be no obstruction of the Common Area, nor will anything be kept or stored on the Common Area except items installed by Developer as part of the subdivision improvements, and their replacement.

b. Alterations. Nothing will be altered on, constructed upon, or removed from the Common Area except with the specific approval of the Association's Board of Directors.

c. Activities. All uses and activities upon or about the Common Area are subject to the Association's rules and regulations.

Section 6. Streets, Walls and Landscaping. Any subdivision improvements such as walls and attendant landscaping constructed 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.

ARTICLE III. GENERAL USE RESTRICTIONS

Section 1. Use of Lots. Each Lot may be improved and used for residential purposes only and only single family units approved in accordance with Article VII may be constructed or installed thereon. No trade, business, or profession of any kind, or any activity other than that of single family residence may be conducted on any Lot. No billboards or advertising signs shall be erected or displayed thereon, except for the business of the Developer and its transferees in developing the Properties and advertising signs in furtherance thereof. No building or other improvements on a Lot shall be rented or leased separately from the rental or lease of the entire Lot, and no part of any dwelling may be used for the purpose of renting rooms or for transient accommodations. No duplex, garage apartment, or apartment house shall be erected, converted, or allowed to remain on any Lot.

Section 2. View Obstructions. The Association or the Developer shall have the right, but not the obligation, to remove, relocate, or require the removal or relocation of any fence, wall, berm, hedge, shrub, tree or other thing, natural or artificial, placed or located on any Lot if the location of the same will, in the sole and exclusive judgment of the Association, obstruct the vision of a motorist upon any road within the Subdivision.

Section 3. Dwellings. Only one dwelling may be constructed or installed on any Lot, of at least 1200 square feet exclusive of garages, carports, porches, and breezeways. All driveways and sidewalks shall be of masonry, or brick if approved by the Architectural Committee. All roofs shall be shingled. Attached carports, wood decks, patio covers, and other improvements must be approved by the Architectural Committee. An additional non-habitable structure may be installed/constructed on the lot providing the structure is of the same materials as the dwelling or is in harmony with the dwelling and is approved by the Architectural Committee.

Section 4. Screening. Except for regular collection and disposal, no receptacles for rubbish, trash, garbage or other waste material or accumulations, or mechanical or other equipment, may be kept, stored erected or permitted anywhere within the Properties. All receptacles must be kept hidden from the street at the rear of the home. All air conditioner units must be screened from the street, through landscaping, fencing or approved method by the Architectural Committee.

Section 5. Temporary Structures. No structure of a temporary character, tent, shack, garage, barn or other outbuilding or any portion of the same, or any structure of any kind which extends more than four feet above the surface of the ground and which is detached from the dwelling, shall be constructed or parked on any Lot at any time, except for a construction shack, security trailer, temporary structure or temporary toilet during construction of a dwelling.

Section 6. Building Restriction Lines. Any dwelling placed on a Lot shall be in accord with the front yard, side yard and rear yard setback requirements set forth in the Hillsborough County Zoning Regulations, and the Architectural Committee. No variances will be permitted without written permission from the Architectural Committee, in addition to zoning requirements.

Section 7. Vehicular Parking. Lot Owners shall park vehicles only in their garage or driveway. Only motorized wheeled vehicles approved below or in the rules and regulations shall be kept or parked on a concrete driveway on a Lot. Private automobiles of guests of the occupants may also be parked in such driveway or concrete parking area, and except further that other vehicles may be parked in such driveway or concrete parking area during such times necessary for service or maintenance of the dwelling or Lot or pickup and delivery service, provided that permission for such parking is granted by the Lot Owner solely for the purpose of such service. No inoperative or unlicensed vehicles shall be parked, repaired or maintained anywhere on the Property. No overnight parking is permitted on the Common Areas, including streets, except in areas specifically designated by the Association's Board of Directors for parking. No boat, boat trailer, camper, mobile home, motor home, travel trailer, collector car, van or truck with a capacity in excess of one and one-half ton, trailer, or other similar motor vehicle shall be permitted to remain on any lot or public street unless inside a garage or otherwise parked, stored or located in such a manner and location on a lot so as not to be visible from the public streets or neighboring lots.

Section 8. Lot Plates. A plate showing the street number of the Lot may be placed on each improved Lot, and, at the option of the Owner, a nameplate showing the name of the Owner may also be placed on such improved Lot. The size, location, design, style, and type of material for each plate shall first be subject to approval by the Architectural Committee.

Section 9. Window Air Conditioners, Fans, and Solar Devices. Unless the prior approval of the Architectural Committee has been obtained, no window air conditioning units, window fans, exhaust fans, or solar heating devices shall be installed on any side or roof of a dwelling.

Section 10. Residential Use. No garage, or any outbuilding of any kind shall at any time be used as a residence, either temporarily or permanently.

Section 11. Signs. No signs of any type shall be erected on any Lot or displayed to the public on any Lot except a real estate sign as described below. A real estate sign shall contain only the notation "for sale", "for rent", or "for lease", the telephone number, and the name of the agent and/or real estate broker or "by owner", as applicable, and shall not be more than four square feet in area. No other signs may be erected or maintained on any Lot, and no sign may be erected or maintained on any Lot which contains any language, drawing, or any material other than the words noted above. This restriction shall not apply to signs used by the Developer at the entrance of the subdivision to identify and advertise the subdivision as a whole, nor to signs to advertise Lots and/or houses by Developer or other licensed builders engaged in the business of construction and sale of houses, during the construction and development period and provided such signs are approved by the Architectural Committee. All signs permitted by this subsection are subject to the Association's rules and regulations and the approval of the Architectural Committee, provided however that these restrictions shall not apply to signs used by Developer or his assigns to advertise the property during the promotion and construction of dwellings and sale of Lots. Developer or the Association may enter upon any Lot and summarily remove and destroy any signs which do not meet the provisions of this section, and are hereby granted an easement for this purpose.

Section 12. Aerials. No exterior radio or television mast, tower, pole, wire, aerial, antenna, dish or appurtenances thereto, nor any other exterior electronic or electric equipment, structures, devices or wires of any kind shall be installed or maintained on the exterior of any structure located on a Lot or on any other portion of a Lot, unless approved by the Architectural Committee. No satellite dish shall be permitted except those of less than one meter in diameter, and any such satellite dish must comply with standards of the Architectural Committee. The Architectural Committee created pursuant to Article VII shall adopt standards for the placement of such satellite dishes.

Section 13. Electrical Interference. No electrical machinery, devices or apparatus of any sort shall be used or maintained in any structure located on a Lot which causes interference with the television or radio reception in any structures located on other Lots.

Section 14. Animals. No animals, livestock, or poultry may be raised, bred or kept anywhere within the Properties, except that dogs, cats and other customary household pets, limited to a maximum of four (4), as defined in rules and regulations which do not affect adjoining properties in any way, may be kept upon any Lot so long as they are not kept, bred or maintained for any commercial purpose. Each Owner shall have the responsibility to clean up the waste produced by his or her pet immediately, and all pets shall be properly leashed and controlled in whatever manner is most practical whether it is located upon or off a Lot, and shall be subject to all applicable local ordinances existing at the time and rules and regulations.

The keeping of a dog or other pet on the Property is not a right of an Owner, but is a conditional license. This conditional license is subject to termination at any time by the Association upon a finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. The owner of a pet assumes liability for all damage to persons or property caused by the pet or resulting from its presence on the Property.

Section 15. Nuisances/Trash. No illegal, noxious, or offensive activity shall be permitted or carried out on any part of the Property, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Property, nor upon any lands contiguous thereto. No fires for the burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of the Property, except by the Developer. No bicycles, tricycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys, or other such items shall be parked or permitted to stand for any period of time on the streets or other portions of the Common Area, except in accordance with the Rules and Regulations.

Section 16. Trees and Surface Conditions. No Owner shall plant or place any shrubbery, hedges, trees or other plantings on any part of the Property lying outside of the Owner's Lot. No living tree having a diameter greater than three (3) inches measured at a height of four (4) feet above ground level, may be cut on any of the Property without first obtaining the written consent of the Architectural Committee. No sod, topsoil, or shrubbery shall be removed from the Property, no change in elevations shall be made, and no change in the condition of the soil or the level of the land shall be made which result in any permanent change in the flow and drainage of surface water which is not approved by the Architectural Committee.

Section 17. Maintenance. Each Owner must repair, replace and maintain the roofs, gutters, downspouts, lawns, shrubs, landscaping, walks, fencing, exterior building surfaces, windows, doors, trim members, driveways, and other exterior improvements and attachments from time to time situated on such Owner's Lot. Each Owner's duty of maintenance includes any and all easement areas upon such Owner's Lot as set out in Article II, Section 3. No Owner may permit any waste to the exterior portions of such Owner's Lot. Each Owner must make all repairs, maintenance and replacements necessary to attachments and appurtenant driveways, if any, in a safe, sanitary and reasonably attractive condition. All exterior surfaces shall be kept clean and free of all mildew. Should an Owner fail to meet the minimum standards for maintenance, then the Association may perform or have performed the necessary required maintenance and thereafter specifically assess such Owner for such costs pursuant to Article VI, Section 4 hereunder.

Section 18. Rules and Regulations. The Association may adopt reasonable rules and regulations concerning the appearance and use of the Property, including Lots and the Common Area and may be amended from time to time by the Association in the manner provided by the Articles and By-Laws. The Association shall provide copies of the regulations and amendments thereto to all Owners and residents. The rules and regulations shall be binding on all Owners and residents after such copies are furnished. No Owner, invitee, or person residing within the Properties may violate the Association's rules and regulations for the use of the Properties. All Owners and other

persons residing within the Properties, and their invitees, at all times will do all things reasonably necessary to comply with such rules and regulations. The Association may impose reasonable monetary fines and other sanctions for violations of the rules which may be collected by liens and foreclosure as provided herein. Wherever any provision of this Declaration restricts or prohibits any activity, condition or structure within the Properties except as permitted by the Association's rules and regulations, such restriction or prohibition is self-executing until the Association promulgates rules and regulations expressly permitting such activities. Without limitation, any rule or regulation will be deemed "promulgated" when mailed to all Owners at the address shown on the Association's books or when posted at a conspicuous place on the Properties from time to time designated by the Association for such purpose. All rules and regulations may be initially promulgated by the Board, subject to amendment or rescission by a majority of voting interests present and entitled to vote at any regular or special meeting of members. The Association's procedures for enforcing its rules and regulations shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of the Owner's choice.

Section 19. Mining. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 20. Activities of Developer. Notwithstanding any other provision of the Declaration, until the Developer has completed all subdivision improvements and the sale of all Lots, neither the Association nor any Owner shall interfere with the completion of sales of the Lots. Developer may make such use of the unsold Lots as may facilitate sales, including maintenance of a sales office and model homes, construction and use of parking lots, the showing of Lots and the display of signs.

Section 21. Fences. Only wood stockade fences shall be permitted with the approval of the Architectural Committee. The Architectural Committee created pursuant to Article VII hereof shall adopt uniform standards for the design and placement of fences. All fences shall comply with County regulations and be subject to review by the Architectural Committee as provided in Article VII. No fence shall be placed any closer to the street than the rear wall of the dwelling.

Section 22. Replacement. In the event a residence is damaged or destroyed by casualty, hazard or other loss, then within six (6) months after such incident, the Owner thereof shall either rebuild or replace the damaged residence or promptly clear the damaged improvements and regrass and landscape the Lot in a sightly manner.

Section 23. Utility Lines. All telephone, electric, cable, and other utility lines and connections between the main or primary utility lines and the dwelling or other buildings located on a Lot shall be located underground and concealed from view. The Owner of a Lot shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary underground utility system from the applicable transformer or supply to the residence and other buildings on the Lot.

Section 24. Basketball / Recreation Hoops. Basketball hoops, backboards, or pole structures shall not be permitted unless approved by the Architectural Committee. All exterior recreation and play equipment, including but not limited to basketball goals, swing sets, jungle gyms, tennis courts, soccer goals, etc. shall not be permitted without the written approval of the Architectural Committee. In reviewing such applications, the Architectural Committee insure the materials of said equipment shall be a solid color or clear and be void of advertisement. The Board of Directors may require Basketball or Recreation Equipment be removed if it disturbs the neighbors.

Section 25. Clotheslines. No clotheslines or devices for the air-drying of clothing may be constructed in any location on a Lot which is visible from any street, or without approval from the Architectural Committee.

Section 26. Swimming Pools. Above-ground or in-ground swimming pools may be constructed or installed on any Lot with the approval of the Architectural Committee. A screen enclosure or fence must be used to

enclose all pools. Pool and enclosure construction are subject to review by the Architectural Committee pursuant to the terms of Article VII.

Section 27. **Window Treatments.** No reflective foil, sheets, newspaper or other similar material shall be permitted on any windows or glass doors. Drapes, blinds, verticals and other approved window covering visible from outside a residence shall have white, beige or similar approved light color.

Section 28. **Firearms.** The use of firearms within the property is prohibited. This includes BB guns, pellet guns, bow and arrows, and all other firearms.

ARTICLE IV. OPERATION, MAINTENANCE AND MONITORING OF DRAINAGE FACILITIES

Section 1. 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 Developer, accept transfer of the District permit. The conditions of the permit may include monitoring and record keeping schedules, and maintenance.

Section 2. Water quality data for the water discharged from the permittee's property or into the surface waters of the state shall be submitted to the District as required. Parameters to be monitored may include those listed in Chapter 17-3 of the Florida Administrative Code. Analysis shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by American Public Health Association of Methods for Chemical Analysis of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the permittee shall provide data as required on volume of water discharged, including total volume discharged during the days of sampling and total monthly discharge from the Property or into surface waters of the State.

Section 3. The Association agrees to operate, repair and maintain the system, and shall maintain sufficient ownership so that it has control over all water management facilities authorized.

Section 4. 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.

Section 5. The Association, specifically agrees to allow authorized District personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted; for the purposes of inspection and testing to determine compliance with this permit and District regulations, such as:

- a. Having access to and copying any records that must be kept under the conditions of the permit;
- b. Inspecting the facility, equipment, practices, or operations regulated or required under the permit;
- c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with the permit or District rules; and
- d. Gathering of data and information.

Reasonable time may depend on the nature of the concern being investigated.

Section 6. It shall be the responsibility of each 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, F.A.C., approved and on file with the Southwest Florida Water Management District (District).

Section 7. No Owner of property within the subdivision may construct any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the District pursuant to Chapter 40D-4.

ARTICLE V. THE ASSOCIATION

Section 1 **Membership.** Every Owner of a Lot is a Member of the Association. If title to a Lot is held by more than one person, each such person is a Member. An Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and it is transferred automatically by conveyance of title to that Lot and may not be separated from ownership of a Lot. No person except an Owner may be a Member of the Association, and a membership in the Association may not be transferred except by transfer of title to a Lot.

Section 2. **Voting.** The Association shall have two classes of voting membership as set out in the Articles of Incorporation.

Section 3. **Common Area.** Subject to the rights of Owners set forth in this Declaration, the Association has exclusive management and control of the Common Area, its improvements if any, and all related furnishings, equipment, fencing and other personal property, if any. The Association's duties with respect to the Common Area include the management and operation of, improvements, equipment and personal property installed by the Developer on the Common Area, so as to keep all of the foregoing in good, clean substantial, attractive, sanitary, safe and serviceable condition, order and repair; the payment of all taxes validly levied, assessed, or imposed with respect to the Common Area; and the maintenance of adequate public liability and property insurance with respect to the Common Area.

Section 4. **Exterior Maintenance.** The Association has no duty of exterior maintenance with respect to any Lot; and each Owner must maintain such Owner's Lot, including any appurtenant driveways, in a safe, sanitary and reasonably attractive condition. If:

- a. any Owner refuses or fails to make any repairs, maintenance, or replacements required by Article III, Section 17, above; and
- b. as a result, any condition on or adjoining such Owner's Lot becomes a hazard or nuisance to any other Owner, or diminishes or impairs the value or marketability of any other Lot, or is visually objectionable to persons lawfully upon the Properties; and
- c. at least seventy-five percent (75%) of the members of the Board find that the Owner was provided reasonable notice of the failure of repair, maintenance or replacement and the Board's consideration thereof, and was given an opportunity to be heard by the Board;

then, upon the occurrence of all of the foregoing, the Association may make or perform such repairs, maintenance, or replacements as reasonably are necessary to correct such condition and assess all costs so incurred against such Owner's Lot as provided in Article VI, Section 4, below.

Section 5. Access By The Association. The Association has a right of entry onto the exterior portions of each Lot to the extent reasonably necessary to discharge its duties of exterior maintenance, if any, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted by this Declaration or by any applicable Supplemental or Amended Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into any improvement upon any Lot shall not be made without the consent of its Owner or occupant for any purpose, except pursuant to Court order or other authority granted by Law. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees and contractors.

Section 6. 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 for the proper operation of the Properties, 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 Properties or the enforcement of this Declaration, or the Articles, By-Laws, rules and regulations.

Section 7. Rules and Regulations. As provided in the By-Laws, the Association, from time to time may adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Properties, consistent with the rights and duties established by this Declaration. The Association's procedures for enforcing its rules and regulations at all times must provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person, or through representatives of such Owner's choosing, or both.

Section 8. Capital Improvements. Except for replacement or repair of items installed by Developer, such as the perimeter wall and landscaped entry features, and except for any personal property related to the Common Area, the Association may not authorize capital improvements to the Common Area without the prior approval of Developer, while there is a Class B member and seventy-five percent (75%) of the Association Members present and voting in person or by proxy at a meeting duly convened for such purposes.

Section 9. Amplification. The provisions of this Declaration may be amplified by the Articles of Incorporation and By-Laws of Colonial Hills Homeowners Association, Inc., but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in the Declaration, or any Supplemental Declaration. The Developer intends that the provisions of this Declaration and any Supplemental or Amended Declaration, on the one hand, and the Articles of Incorporation and By-Laws on the other hand, 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, or any Supplemental or Amended Declaration, control anything to the contrary in the Articles of Incorporation or By-Laws.

ARTICLE VI ASSESSMENTS

Section 1. Assessments Established. For each Lot owned within the Properties, Developer covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it is so expressed in such Deed, is deemed to covenant and agree, to pay to the Association:

- a. An annual assessment, as provided in Section 2 of this Article; and
- b. Special assessments, as provided in Section 3 of this Article; and
- c. Specific assessments, as provided in Section 4 of this Article; and

d. 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

e. Interest and costs of collection of such assessments, including reasonable attorney's fees, as provided in this Declaration; and

All of the foregoing are a continuing charge on the land and secured by a continuing lien upon the Lot against which each assessment is made, as provided in Section 7, below. Each such assessment or rental payment, together with excise taxes, interest and all costs and expenses of collection, including reasonable attorney's fees, also is the personal obligation of the person who was the Owner of such Lot when such assessment fell due. Such personal obligation will not pass to an Owner's successors in title unless assumed expressly in writing, however.

The annual or special assessments on Class B lots shall be 50% of the corresponding assessments for Class A lots. As an alternative in lieu of such assessments, Developer may pay the excess expenses of the Association, including reserves, which exceed the amounts collected from Class A lot assessments. Each Class A Lot shall be assessed a proportional share of the common expenses, which share is equal to a fraction the numerator of which is one and the denominator of which is the total number of lots subject to assessment under this Declaration.

Section 2. **Annual Assessment.** The annual assessment must be used exclusively to promote the recreation, health, safety and welfare of the residents within the Properties, including (i) the operation, management, maintenance, repair, servicing, renewal, replacement and improvements of the Common Area and the establishment of reserve accounts therefor; (ii) the cost of labor, equipment, materials, management and, supervision of the Common Area; and (iii) all other general activities and expenses of the Association.

Section 3. **Special Assessments.** In addition to the annual assessment, the Association may levy a special assessment payable in one or more installments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, renewal, repair or replacement of a capital improvement upon the Common Area or other extra ordinary expense, provided such assessment first is approved by seventy-five percent (75%) of the members present and voting in person or by proxy at a meeting duly convened for such purpose and Developer, while there is a Class B member.

Section 4. **Specific Assessments.** Any and all accrued, liquidated indebtedness of any Owner to the Association, including fines, arising under the provision of this Declaration, or by contract expressed or implied, or because of any act or omission of any Owner or person for whom such Owner is responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay it within thirty (30) days after written demand. This shall include costs of the Association for water and wastewater use which are attributable to such Owner's Lot.

Section 5. **Amount.** Until December 31, 2000, the annual assessment will not exceed \$180.00 per Lot. At least thirty (30) days before the expiration of each fiscal year, the Board will prepare and distribute to each Owner a proposed budget for the Association's operations during the next ensuing fiscal year. If such budget requires an increase in the annual assessment of 15% or less over the previous year's assessment, the assessment so proposed will take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. If such budget requires an annual assessment that is either more than a fifteen percent (15%) increase over the annual assessment then in effect, the Board must call a membership meeting on not less than fifteen (15) days prior notice for the purpose of approving such increase. An approval of the Developer while there is a Class B member and a majority of the votes, of those Members present and voting is required for such approval, and the assessment approved will take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. If the proposed assessment is disapproved, a majority of the votes and the approval of the Developer while there is a Class B member, will determine the annual assessment for the next ensuing fiscal year, which may be in any amount not exceeding that stated in the

meeting notice. Each annual assessment may be payable in such number of installments, with or without interest, as the Board determines. In the absence of any action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the annual assessment then in effect automatically will continue for the ensuing year.

Section 6. Commencement. The assessments provided by this Article will commence as to all Lots on the first day of the first month following Developer's first conveyance of title to any Lot to a Class A Member and will be prorated on the basis of the number of months then remaining in the Association's fiscal year.

Section 7. Assessment Lien. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a continuing lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any First Mortgage encumbering such Lot; but all other lienors acquiring liens on any Lot after this Declaration is 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 recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association may, but is not required to, from time to time, record a Notice of Lien to further evidence the lien established by this Declaration.

Section 8. Association Remedies. Any assessment not paid within thirty (30) days after its due date bears interest at the maximum rate of interest allowed by law at the time. The Association may sue the Owner personally obligated to pay such assessment for a money judgment, or it may foreclose its lien against such Owner's Lot. 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 assessments by non-use of the Common Area or by abandonment of such Owner's Lot.

Section 9. Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by a judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In such foreclosure, the Owner is required to pay all costs and expenses of foreclosure including reasonable attorney's 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 Lot 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 for foreclosure. The Association has the right and power to bid at the foreclosure, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, use and otherwise deal with such Lot as its Owner for purposes of resale only. If any foreclosure sale results in a deficiency, the Association may petition the Court having jurisdiction of the foreclosure to enter a personal judgment against the Owner for such deficiency.

Section 10. Exempt Lots. Any and all Lots from time to time owned by the Association will be exempt from the assessments established by this Article during the period of such ownership.

Section 11. Lien Subordination. The Association's lien established by the Declaration is subordinate to the lien of any First Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer of any Lot pursuant to foreclosure of any First Mortgage, or any proceeding in lieu 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 Owners personally liable for their payment. No such sale or transfer relieves such Lot from liability for assessment thereafter becoming due or from the lien thereof. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amount secured by the lien created by this Article; and, upon such payment, such encumbrancer will be subrogated to all rights of the Association with respect to such lien, including priority.

Section 12. Homesteads. By acceptance of a deed thereto, each Owner of each Lot is deemed to acknowledge conclusively that (i) the assessments established by this Article are for the improvement and maintenance of any homestead thereon; and (ii) the Association's lien for such assessments has priority over any such homestead; and (iii) such Owner irrevocably waives the benefit of any homestead exemption otherwise available with respect to all amounts secured by such lien.

Section 13. Delinquent Assessments. If an assessment is not paid within fifteen (15) days after the due date, a late fee may be charged by the Association. The Board of Directors shall establish the amount of the late fee. No Owner may waive or otherwise escape liability for the assessments and/or late fee provided for herein by non-use of the Common Area or abandonment of his home site. The Association shall impose a charge for any returned check of the maximum rate permitted by law.

ARTICLE VII ARCHITECTURAL CONTROL

Section 1. Authority. No dwellings, building, parking or patio cover, driveway, walk, shed, carport, dock, planter box, structure, fence, outbuilding, color change, addition, exterior alteration or substantial attachment, or construction or erection of any kind may be erected, placed, reconstructed or permitted to remain on any Lot unless and until approved by the Architectural Committee. Such approval will not be unreasonably withheld for replacements or reconstruction that conform in design, material, appearance and quality to that of the original work.

Section 2. Design Standards. The Architectural Committee shall from time to time, subject to this Declaration and the Association documents, adopt, promulgate, amend, revoke, and enforce guidelines, hereinafter referred to as the "Design Standards" for the purposes of:

- (i) governing the form and content of plans and specifications to be submitted to the Architectural Committee for approval pursuant to this Declaration;
- (ii) governing the procedure for such submission of plans and specifications; and
- (iii) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of any structure or dwelling and all matters that require approval by the Architectural Committee pursuant to this Declaration.

Section 3. Review and Approval of Plans. No Structure shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials and locations of the same, shall have been submitted to the Architectural Committee for written approval (i) as to conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of Colonial Hills, (ii) as to the location of the Structure in relation to surrounding structures and topography and finished ground elevation, and (iii) shall be consistent with the provisions of this Declaration. In the event the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted in writing, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to completion thereof, approval by the Architectural Committee will not be required.

Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Committee including, without being limited to:

- a. a site plan showing the location of all proposed and existing structures on the Lot including building setbacks, open space, driveways, walkways and parking spaces including the number thereof;
- b. a foundation plan;
- c. a floor plan;
- d. exterior elevations of any proposed structure and alterations to existing structures, as such structure will appear after all backfilling and landscaping are completed;
- e. specifications of materials, color scheme, lighting schemes and other details affecting the exterior appearance of any proposed structure and alterations to existing structures; and
- f. plans for landscaping and grading, especially if the proposed structure consists of such landscaping or grading.

Upon approval by the Architectural Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the Architectural Committee's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to, and compliance with such plans and specifications, as approved, and any conditions attached to any such approval.

Notwithstanding anything to the contrary, the Architectural Committee may request changes in any plans or Structures that are completed or being built if required by Law and neither the Developer nor the Architectural Committee shall be liable for damages.

In regards to any plans and specifications approved by the Architectural Committee neither Developer, nor any member of the Architectural Committee, shall be responsible or liable in any way for any defects in any plans or specifications, nor for any structural defects in any work done according to such plans and specifications nor for the failure of the plans and specifications to comply with any Law. Further, neither Developer, nor any member of the Architectural Committee shall be liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the exercise of any other power or right of the Architectural Committee provided for in this Declaration. Every Person who submits plans or specifications to any Architectural Committee for approval agrees, by submission of such plans and specifications, and every owner of any Lot agrees, that he will not bring any action or suit against Developer, or any member of the Architectural Committee, to recover for any such damage.

Any employee or agent of the Architectural Committee may, after reasonable notice, at any reasonable time, enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Architectural Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 4. Committee Membership. The Architectural Committee shall initially not be a committee of the Association, but shall be the Developer. The address of the Architectural Committee is 5012 Lemon Street, Tampa, Florida 33609. However, at such time as all of the Lots in the Subdivision have been sold by Developer, the powers and duties of the Architectural Committee shall immediately vest in and be assigned to the Association, and the Architectural Committee shall thereafter exist as a committee of the Association under the control of the Association's Board of Directors.

Section 5. Replacement. In the event of the death, inability to serve because of disability, or resignation of any member or members of the Architectural Committee, the remaining member or members thereof shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to exercise the powers and perform the duties of the Architectural Committee.

Section 6. Standards. In reviewing any particular application, the Architectural Committee must consider whether its action will: (i) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Properties; and (ii) preserve the value and desirability of the Properties as a residential community; and (iii) be consistent with the provisions of this Declaration; and (iv) be in the best interest of all Owners in maintaining the value and desirability of the Properties as a residential community.

ARTICLE VIII. GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, has the right to enforce, by any appropriate proceeding, all restrictions, conditions, covenants, easements, reservations, rules, regulations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If any Owner or the Association 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 for all trial and appellate proceedings, if any. If the Association employs an attorney to enforce the provisions of this Declaration against any Owner, regardless of whether suit is brought, the costs and expenses of such enforcement, including reasonable attorneys' fees, may be assessed against such Owner's Lot as provided in Article VI, Section 4. Failure by the Association or any Owner to enforce any provisions contained in this Declaration does not constitute a waiver of the right to do so at any time, except as provided. Developer also has the right to enforce all provisions of this Declaration relating to the use, maintenance, and preservation of the Properties; and, if Developer is the prevailing party in any litigation involving this Declaration, to recover all of Developer's costs and expenses incurred, including reasonable attorneys' fees.

Section 2. Rights of Mortgagees. By agreement between any Owner and the holder of any mortgage on such Owner's Lot, any and all membership rights of such Owner may be assigned to, and exercised by, such Mortgagee as collateral or additional security for performance of the obligations secured by such mortgage; but no such assignment or delegation will bind the Association until the Association has received written notice thereof.

Section 3. Severability. Invalidation 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 which otherwise effectuates Developer's intent of providing a comprehensive plan for the use, development, sale and beneficial enjoyment of the Properties.

Section 4. Amendment. The provisions of this Declaration will run with and bind the Properties, and will inure to the benefit of and be enforceable by the Association for so long as the Properties are used in whole or in part as a residential community, and in all events, for at least twenty-five (25) years following the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended by an instrument signed by members entitled to cast not less than seventy-five (75%) of the votes of the membership. No amendment shall be effective which shall impair or prejudice the rights or priorities of the Developer or any Institutional Mortgagee without the specific written approval of the Developer or Institutional Mortgagee affected thereby. If necessary to obtain any governmental approval, including approval by the Federal Housing Administration or Veteran's Administration, or to correct a scrivener's error or omission, Developer may amend this Declaration within the first year after its recording. No amendment shall affect the surface water management system without the prior approval of the Southwest Florida Water Management District.

Section 5. Easements for De Minimis Unintentional Encroachments. Where necessary and appropriate, Developer and/or the Association, whichever is in control of the particular portion of the Properties at the time, may grant easements for de minimis unintentional encroachments.

Section 6. Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of the terms "including" or "include" is without limitation; the terms "Common Area", "Lot", and "Properties" include both any portion applicable to the context and any and all improvements, fixtures, trees vegetation, and other property from time to time situated thereon; and use of the words "must", "will" and "should" is intended to have the same legal effect as the word "shall". This Declaration should be construed 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 Properties as a residential community by providing a common plan for their development and enjoyment.

Section 14. Annexation. Within five years of the date of execution of this Declaration, Developer may add contiguous lands to the Property described in Exhibit "A" attached hereto by the filing of a supplemental declaration declaring such annexed lands to be subject to the provisions hereof, with such modifications and additions as may be applicable to such annexed lands. Upon the filing of such a supplemental declaration, the Lots and lands annexed thereby shall become subject to this Declaration, to the assessment provisions hereof, and to the jurisdiction of the Architectural Committee and the Association. For purposes of this Declaration, the Lots in the annexed lands shall be considered to have been part of the Property since the filing of this Declaration.