

THIS IS NOT A
CERTIFIED COPY

Prepared by and return to:
Stephen M. Hudoba
Hill, Ward & Henderson, P.A.
101 E. Kennedy Blvd.
Suite 3700
Tampa, Florida 33602

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

for

West End Town Homes Phase I

THIS IS NOT A

This **DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WEST END TOWN HOMES PHASE I** (the "Declaration") is made and declared this 25th day of June, 2010, by **FIFTH THIRD BANK**, an Ohio banking corporation, having offices at Fifth Third Bank Corporate Facility, Attention: Eric Ammon, 201 East Kennedy Blvd., Suite 1900, Tampa, Florida 33602 (hereinafter, the "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the fee simple owner of certain real property located in the City of Tampa, Hillsborough County, Florida, the same being more particularly described on Exhibit A, attached hereto and made a part hereof (the "Property") and depicted on the plat of *West End Townhomes Phase I, Block B-1* (the "Plat"), a copy of which is attached hereto as Exhibit A-1 which Plat shall be recorded in the Public Records of Hillsborough County, Florida after this Declaration; and

WHEREAS, Declarant intends to develop and improve the Property with up to ten (10) residential townhomes together with certain associated common areas and improvements, said development to be hereafter known and referred to as *West End Town Homes Phase I* ("West End Town Homes");

WHEREAS, Declarant desires to impose certain restrictions, covenants and conditions upon the Property comprising the West End Town Homes development and to establish certain easements, benefits and privileges with respect thereto;

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to this Declaration, which shall be and hereby constitutes covenants, conditions, restrictions, and easement encumbrances imposed upon, appurtenant to and running with the land, and shall be binding upon and inure to the benefit of any and all parties having any right, title or interest in and to the Property, together with their respective heirs, successors and assigns, as their such interests may appear.

ARTICLE 1 **DEFINITIONS**

Unless the context expressly requires otherwise, the following terms shall have the following meanings whenever used in this Declaration:

1.1 "Association" shall mean and refer to West End Town Homes Property Owners Association, Inc., a not-for-profit corporation organized pursuant to Chapter 617, Florida Statutes, and its successors and assigns.

1.2 "Association Documents" shall mean the Association's Articles of Incorporation and By-Laws as the same may, from time to time, be amended and exist, which initial and amended copies thereof are appended hereto as Exhibit B and Exhibit C, respectively.

1.3 "Building" or "Buildings" shall mean, individually or collectively, the structure or structures within which a Unit or Units are located.

1.4 "Board" shall mean the Board of Directors of the Association, whose duties shall be the management of the affairs of the Association, subject to this Declaration and, the Association Documents.

1.5 "Common Area" or "Common Areas" shall mean "Tract A", as shown and depicted on the Plat, together with any and all other real property (including any improvements thereon), which may, from time to time, be declared or designated by Declarant for the common use and enjoyment of the Owners (as

THIS IS NOT A

hereinafter defined) and conveyed to the Association in fee simple, or with respect to which the Association has been granted an easement, together with the rights-of-way, easements, appurtenances, improvements and hereditaments described in this Declaration, all of which shall be and are covenants running with the land at law.

1.6 "Declarant" shall mean and refer to Fifth Third Bank, an Ohio banking corporation, and its successors and assigns. If the Declarant assigns the rights of Declarant hereunder to a person or entity that acquires any portion of the Property from the Declarant for the purpose of development and resale, then, upon the execution and recording of an express written assignment to such effect in the Public Records of Hillsborough County, Florida, such assignee shall be deemed the Declarant for all purposes to the extent of such assignment.

1.7 "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements for West End Town Homes Phase I, as the same may be amended, renewed or extended from time to time in the manner herein prescribed.

1.8 "First Mortgage" shall mean any Mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property.

1.9 "First Mortgagee" shall mean an institutional lender who holds a First Mortgage on a Lot and/or Unit and who has notified the Association of its holdings.

1.10 "Homeowners Association Rules" shall mean those rules and regulations that the Association shall from time to time adopt, promulgate, amend, revoke, and enforce to govern the use and maintenance of the Common Areas and Association procedures.

1.11 "Law" shall include any statute, ordinance, rule, regulation, or order validly created, promulgated or adopted by the United States, or any of its agencies, officers or instrumentalities, or by the State of Florida, or any of its agencies, officers, municipalities or political subdivisions, or by any officer, agency or instrumentality of any such municipality or subdivision, and from time to time applicable to the Property (as hereinafter defined) or to any activities on or about the Property.

1.12 "Lot" shall mean and refer to a plot of land shown and identified upon the Plat or any site plan of the Property now or hereafter made subject to this Declaration, which is intended for use as a single residential Unit. The Plat attached hereto as **Exhibit A-1** depicts five (5) Lots on "Tract A". Tract "B" is presently undeveloped but for purposes of this Declaration, including Declarant's Class B voting rights, shall be deemed to constitute five (5) additional Lots until actually subdivided.

1.13 "Member" shall mean a member of the Association as set forth in Article II.

1.14 "Mortgage" shall mean any mortgage, deed of trust, or other instrument, including a mortgage securing a construction or permanent loan, note or other financing or evidence of indebtedness, encumbering a Lot and/or Unit, transferring any interest in the same as security for performance of an obligation.

1.15 "Mortgagee" shall mean any person named as the obligee under any Mortgage, or the successor in interest to such person.

1.16 "Owner" shall mean and refer to the record owner, and if more than one person or entity, then to them collectively, of the fee simple title to any Lot which is a part of the Property, so that for purposes of this Declaration and the Association Documents, as defined herein, each Lot shall be deemed to

THIS IS NOT A

have one Owner. The Declarant is an Owner for all purposes under this Declaration, to the extent of each Lot owned, except where expressly provided otherwise.

1.17 "Person" shall mean an individual, corporation, partnership, trust, or any other legal entity.

1.18 "Property" shall mean all of the real property described in Exhibit A hereof.

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

1.20 "Resident" shall mean any natural person, including an Owner or a lessee/tenant of an Owner, who resides in a Unit constructed upon any Lot subject to the terms and conditions of this Declaration.

1.21 "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, covered or uncovered patio, swimming pool, fence, pavement, wall, sign, signboard, temporary or permanent living quarters or any other temporary or permanent improvement to such Lot.

1.22 "Surface Water Management System Facilities" shall mean any facilities including, but not limited to, inlets, grates, ditches, swales, culverts, water control structures, retention and detention areas, or other thing or device which is intended to accommodate, collect, attenuate, pre-treat, divert, channel, affect or alter the flow of stormwater runoff from, upon or across the Property or any Lot.

1.23 "Unit" shall mean any permanent structure lawfully constructed upon a Lot for the purpose of allowing natural persons to reside therein.

1.24 "Work" shall mean the initial development of the Property by Declarant and includes the sale of completed Lots, with or without residential Units, in the ordinary course of Declarant's business.

ARTICLE II

WEST END TOWN HOMES PROPERTY OWNERS ASSOCIATION, INC.

2.1 Purpose. The Association shall be formed for the purpose of maintaining, preserving and providing architectural control over the Common Areas, Lots and Units within the Property and for such other purposes as set forth herein.

2.2 Membership. Each Owner, by virtue of being an Owner and for so long as he is an Owner, shall automatically be a Member of the Association. Association membership shall be an interest appurtenant to title of each Lot and may not be separated from ownership of any Lot which is subject to assessment, as set forth herein, and shall be transferable only as part of the fee simple title to each Lot. The rights, duties, privileges, and obligations of an Owner as a member of the Association shall be those set forth in, and shall be exercised and imposed in accordance with, the provisions of this Declaration and the Association Documents provided, that, if a conflict arises between the Declaration and the Association Documents, the Declaration shall take priority.

2.3 Voting. The Association shall have two classes of voting membership: Class "A" Members and the Class "B" Member. Prior to the expiration of the Class "B" Control Period (as hereinafter defined), the (i) Declarant shall have three (3) votes for each Lot that it owns; provided, however, that if Tract B

THIS IS NOT A

remains undeveloped, then Tract B shall be deemed to collectively constitute five (5) additional Lots, thus entitling Declarant to three (3) votes for each such Tract B Lot; and (ii) Class A Members (i.e., all Owners except the Declarant), shall be entitled to one (1) vote for each Lot owned. Upon termination of the Class B Control Period, Class A Members shall be all Owners, including Declarant (so long as Declarant is an Owner), and each Owner shall be entitled to one (1) vote for each Lot owned. If more than one (1) person owns an interest in any Lot, all such persons are Members; but there may be only one (1) vote cast with respect to such Lot. Such vote may be exercised as the Owners determine among themselves; but no split vote is permitted. The Class B Member shall be the Declarant, and as long as there is a Class B voting membership, the Declarant shall be entitled to three (3) votes for each Lot owned; provided, however, that if Tract B remains undeveloped, then Tract B shall be deemed to collectively constitute five (5) additional Lots, thus entitling Declarant to three (3) votes for each such Tract B Lot.

The Class "B" Control Period shall commence with the execution and recordation in the Public Records of Hillsborough County, Florida of the Declaration by Declarant and expire as set forth in Section 2.4.

2.4 Termination of Class B Membership. The Class B membership shall cease to exist 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 on the earlier of (i) the date that is three (3) calendar months after the date on which ninety percent (90%) of the Lots subject to this Declaration have been conveyed by the Declarant to a third party Owner or, (ii) such date as Declarant so determines. For purposes of subsection 2.4(i) above, Declarant shall be deemed to own an additional five (5) Lots on Tract B until Tract B has been actually subdivided.

2.5 Rights and Obligations of the Association. Besides those responsibilities to the Common Areas outlined in Articles VI and VIII hereof, the Association shall be responsible for and maintain the Stormwater Management Facilities as required by the Southwest Florida Water Management District including all improvements, vaults, conveyance pipes, structures, culverts and related appurtenances.

2.6 Services. The Association may obtain and pay for the services on any Person to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration, the Association Documents or the Homeowners Association Rules.

2.7 Capital Improvements. Except for: (i) the repair and/or replacement of items installed by Declarant as part of the Work, if any; (ii) the repair and/or replacement of any personal property related to the Common Areas; or (iii) as otherwise specified herein, the Association may not expend funds for capital improvements to the Common Areas without the prior approval of at least two-thirds (2/3) of those Members authorized to vote thereon.

2.8 Personal Property. The Association may acquire, hold and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Declaration and the Association Documents.

2.9 Homeowners Association Rules. The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, Common Areas, or any combination thereof, which rules and regulations shall be consistent with the rights and duties established by this Declaration. These regulations shall be binding upon Owners and the Association may impose reasonable monetary fines and other sanctions for violations of the rules, in accordance with Chapter 720, Florida Statutes. All rules and regulations initially may be promulgated by the Board, subject to

THIS IS NOT A

amendment or rescission by a two-thirds (2/3) majority of both classes of membership present and entitled to vote at any regular or special meeting convened for such purposes. The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of such Owner's choosing.

No Owner, Resident, or Person residing within a Unit, and/or their agents, guests or invitees, shall violate the Association's rules and regulations for the use of the Property, and all such persons shall comply with such rules and regulations at all times. Wherever any provision of this Declaration restricts or prohibits any activity, condition, or structure within the Property 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 activity, condition or structure. Without limitation, any rules or regulations 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 Property from time to time designated by the Association for such purposes.

2.10 Powers and Authority. The Association shall have the power and authority to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of the Articles of Incorporation of the Association, the By-Laws and this Declaration and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association for the safety and/or general welfare of the Owners. Without in any way limiting the generality of the foregoing, the Association shall have the power and authority at any time and from time to time, and without liability to any Owner, to enter upon any Lot for the purpose of enforcing any and all of the provisions called for herein, or for the purpose of maintaining and repairing any such Lot if for any reason whatsoever the Owner thereof fails to maintain and repair such Lot as required. The Association shall also have the power and authority from time to time, in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, the Association Documents and the Homeowners Association Rules and to enforce, by mandatory injunction or otherwise, the provisions of this Declaration, the Association Documents, and the Homeowners Association Rules.

2.11 Indemnification of Officers and Directors. To the extent permitted by Law, the Association shall, and all Owners as shareholders hereby agree that the Association shall, indemnify each officer, director, employee, and management contractor from any and all expenses, including legal expenses, incurred arising out of such person's acts undertaken on behalf of the Association, unless such acts were both adverse to the Association and resulted in personal gain to the person. This provision is self-executing, and the Association may also take action desired to carry out its purposes.

2.12 Termination of Association. Prior to the termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water Management System Facilities must be transferred to and accepted by an entity that would comply with Section 40, Fla. Adm. Code, and be approved by the Southwest Florida Water Management District prior to such termination, dissolution or final liquidation. If the Association ceases to exist and the Surface Water Management System Facilities have not been so-transferred, all of the Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System Facilities in accordance with the requirements of the Environmental Resource Permit applicable to the Property, unless and until an alternate entity assumes responsibility.

2.13 Management Option. Notwithstanding anything in this Declaration to the contrary, so long as the Association would otherwise be controlled by Declarant, Declarant reserves for itself the right to defer forming the Association. In the event Declarant so elects, Declarant may (i) perform the duties of the Association or portions thereof directly, or (ii) appoint a third party agent or management company to

THIS IS NOT A

administer the duties of the Association under this Declaration provided that all decisions that would be the responsibility of the Association shall be made by Declarant. The cost of such third party manager shall be consistent with market rates and shall constitute an approved part of the budget to be allocated among the Units.

At any time after making such election, Declarant may elect to then form the Association which Association shall have the Articles of Incorporation and By-Laws attached hereto as Exhibits B and C, respectively. It is anticipated that Declarant shall form such Association concurrent with the termination of Class B Memberships pursuant to Section 2.4.

ARTICLE III **ASSESSMENTS**

3.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) annual assessments or charges, hereinafter referred to as "Annual Assessments";
- (b) special assessments for capital improvements including working capital improvement fund, hereinafter referred to as "Special Assessments";
- (c) specific assessment for accrued liquidated indebtedness to the Association hereinafter referred to as "Specific Assessments"; and
- (d) assessments for property taxes on Common Areas, such assessments to be established and collected as hereinafter provided.

The Annual Assessments, Special Assessments and Specific Assessments, hereinafter collectively referred to as "Assessments", together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made. The Assessments, together with interests, costs, and reasonable attorney's fees and paralegal fees together with any sales or use tax thereon, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessments fell due.

3.2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of carrying out the rights and obligations of the Association as defined in this Declaration, including but not limited to the acquisition, management, insurance, improvement, restoration, renovation, reconstruction, replacement, and maintenance of the Common Areas; the maintenance of a reserve fund for the replacement of the Common Areas and all improvements thereon anticipated to be required in the future; the enforcement of Design Standards of the Architectural Control Committee; the payment of operating costs and expenses of the Association; the operation of any entry gates; and the payment of all principal and interest when due and all debts owed by the Association.

3.3. Annual Assessment. The Annual Assessment shall be used exclusively to promote the recreation, health, safety and welfare of the Owners of the Lots and Units, including:

- (a) the operation, management, maintenance, repair, servicing, securing, renewal, replacement and/or improvement of the Common Areas including sidewalks, sod/landscaping,

THIS IS NOT A
CERTIFIED COPY

access drives and the Surface Water Management System Facilities, together with the establishment of reserve accounts for all for all such items;

(b) exterior maintenance of the Buildings, including repairing any damage to and repainting the exterior of the Buildings, as needed, the repair, servicing, maintenance and/or replacement of the Building roofs together with the repair, servicing, maintenance and/or replacement of any other improvements to be maintained by the Association, as more particularly set forth hereinbelow; and

(c) all other general activities and expenses of the Association, including the enforcement of this Declaration.

The annual assessment shall be due in monthly installments, payable on the first day of each successive month following the Assessment Commencement Date (as defined hereinbelow).

3.4. Maximum Annual Assessment. At least thirty (30) days before the expiration of each year, the Board will prepare and distribute to each Owner a Proposed budget for the Association's operations during the next ensuing year. If such budget requires an Annual Assessment equal to or less than one hundred ten percent (110%) of the Annual Assessment then in effect, the Annual Assessment so proposed will take effect at the commencement of the next ensuing year without further notice to any Owner. If, however, such budget requires an Annual Assessment that is greater than one hundred ten percent (110%) of the Annual Assessment then in effect, the Board shall call a membership meeting as stated herein. A simple majority of those Members present at such membership meeting and entitled to vote and voting is sufficient 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 simple majority of the Members present at such members meeting and entitled to vote and voting will determine the Annual Assessment for the next fiscal year, which may be any amount that does not exceed that amount which was proposed and stated in the meeting notice. In the absence of any valid action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the Annual Assessment then in effect will automatically continue for the ensuing fiscal year. The foregoing notwithstanding, the Board may, in its sole and absolute discretion, increase the Annual Assessment from time to time and at any time during the year to account for actual increases in utility charges (water and/or electric) for the Common Areas. Until the termination of Class B Memberships pursuant to Section 2.4, Declarant reserves the right to set or defer any reasonable estimates for "reserves" deemed necessary.

3.5. Special Assessments for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements. In addition to the annual assessment authorized above, the Association may levy special assessments as follows:

(a) Upon sale of the first Lot by the Declarant to a third party, a special assessment for a working capital fund, equal to not more than three (3) months' estimated regular assessment may be assessed which shall be due and payable upon conveyance of each Lot to a third party. The aggregate working capital fund established by such special assessment shall be accounted for separately, and shall be available for all necessary expenditures of the Association.

(b) In an assessment year, a Special Assessment (in addition to the annual assessment or the assessment provided in subsection (a) above) which is applicable to that year only for the purpose of defraying, in whole or in part, the cost of any nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas and/or any Building or Structure required to be maintained by the Association, including fixtures and personal property related thereto, may be assessed. The Association shall

THIS IS NOT A

separately account for the proceeds of such special assessments and proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in question, provided such assessment first is approved by a simple majority of the Members present and voting in person or by proxy at a meeting duly convened for such purpose. Any such special assessment shall be due on the date fixed by, and may be payable in one or more installments (with or without interests), as the Board determines.

3.6. Specific Assessments. Any and all accrued, liquidated indebtedness of any Owner to Association arising under any provision of this Declaration, or by contract, express or implied, or because of any act or omission of any Owner or person for whose conduct such Owner is legally responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay such indebtedness within (30) days after written demand.

3.7. Common Area Property Taxes. Because the interest of each Owner in the Common Areas is an interest in real property appurtenant to each Lot, and further because no person other than an Owner has the right to the beneficial use and enjoyment of the Common Areas, Declarant intends that the value of this interest of each Owner in the Common Areas entitled to its use be included in the assessment of each Lot for local property tax purposes. Declarant further intends that any assessment for such purposes against the Common Areas shall be for a nominal amount only, reflecting that the full value thereof is included in the several assessments of the various Lots. If the local taxing authorities refuse to so assess the Common Areas with the result that local real property taxes in any given year are assessed to the Association with respect to the Common Areas in excess of Five Hundred and No/100 dollars (\$500.00), and in the event the Annual Assessment does not include any such excess property taxes on the Common Areas, then the amount of such excess may be specially assessed by the Board in its discretion in the following manner: the amount of such excess with respect to the Common Areas shall be divided by the number of Units within the Property and the quotient shall be the amount of such special assessment which may be payable in a lump sum within thirty (30) days after notice or may be amortized without interest over such number of months as the Board deems advisable. Each year the Board shall determine whether such assessment shall be levied, and its amount, within forty-five (45) days after receiving notice of the amount of taxes due.

3.8. Notice and Quorum for Any Action Authorized Under Article III. Written notice of any meeting called for the purpose of taking action authorized to increase the Annual Assessment shall be sent to all Members authorized to vote, not less than 10 days nor more than 30 days, in advance of the meeting; and for all other Assessments notice shall be sent to all Members authorized to vote, not less than 5 business days nor more than 10 days in advance of the meeting.

3.9. Uniform Rate of Assessment. Both Annual and Special Assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis, except that Declarant, at its election, in lieu of paying Annual Assessments may contribute to the Association such amounts as are necessary to fund any difference between the Association's operating expenses and the Annual Assessments collected from Owners other than Declarant. The share of each Lot in payment of the Assessments for common expenses shall be a fraction the numerator of which is one (1) and the denominator is the total number of Lots subject to assessment under this Declaration; provided however, until such time as all of the Lots have been developed with Buildings and/or Units, the Annual Assessment for an Owner or the Owners of undeveloped Lots shall only include their fractional share of the costs and expense of maintaining the Common Areas, and the cost and expense associated with maintaining any completed Buildings shall be divided equally amongst the Unit Owners within such Buildings.

3.10. Accumulation of Funds Permitted. The Association shall not be obligated to spend in any calendar year all sums collected in such year by way of Annual Assessments or otherwise. After the funds have been allocated to reserve accounts they shall be expended only for specific matters for which those

THIS IS NOT A

funds are reserved, absent 80% approval of the entire Association membership, except that the Board of Directors may utilize such funds to enforce matters: (1) relating to assessments or collection of assessments; or (2) enforcement of the rules and regulations of the Association.

3.11. Assessment Commencement Date. The Annual Assessments provided for herein shall commence as to all Units on the date (which shall be the first day of the month) fixed by the Board to be the assessment commencement date (the "Assessment Commencement Date").

3.12. Certificate as to Status of Payment. Upon written request of an Owner, the Association shall, within a reasonable period of time, issue a certificate to the Owner giving the status of all Assessments, including penalties, interest and costs, if any, which have accrued to the date of the certificate. The Association may make a reasonable charge for the issuance of such certificate if established by a written resolution adopted by the Board or provided by a written management bookkeeping or maintenance contract. Any such certificate, when duly issued as herein provided shall be conclusive and binding with regard to any matter therein stated. Notwithstanding any other provision of this Section, a bona fide purchaser of a Lot from an Owner to whom such a certificate has been issued shall not be liable for any Assessments that became due before the date of the certificate that are not reflected thereon and the Lot acquired by such a purchaser shall be free of the lien created by this Article to the extent any such Assessment is not reflected.

3.13. Assessment Lien. All sums assessed to any Lot, together with interest and all costs and expenses of collection (including reasonable attorneys' fees, plus any applicable sales or use tax thereon, including those for trial and all appellate proceedings), 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, as provided herein; but all other Persons 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 recording 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 from time to time may, but is not required to, record a notice of lien against any Lot to further evidence the lien established by this Declaration.

3.14. Effect of Nonpayment of Assessments, Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall bear a late payment fee equal to Twenty-five and 00/100 Dollars (\$25.00) and shall accrue interest from the due date at the rate of eighteen percent (18%) per annum or at such rate as the Board may from time to time establish provided, however, that in no event shall the Association have the power to establish a rate of interest in violation of Federal or State Laws. The Board may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Associations' lien or its priority. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of his Lot or Unit or any dispute with the Association.

3.15. Subordination of the Lien to Mortgage. The lien of the Assessments provided for herein shall be subordinate to the lien of any First Mortgage. Sale or transfer of any Lot shall not affect an Assessment lien, except the sale or transfer of any Lot pursuant to the foreclosures of a first Mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer, without prejudice however, to the Association's right to collect such amounts from the Owner personally liable for their payment. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof. Any encumbrance then will subrogate to all rights of the Association with respect to such lien, including priority, to the extent of such payment.

THIS IS NOT A
CERTIFIED COPY

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

3.17. Special Assessments. Each Owner shall be responsible for any special assessments by any entity of government made with regard to such Owner's property; including capacity assessments made by Hillsborough County.

ARTICLE IV **ARCHITECTURAL CONTROL COMMITTEE**

4.1. Creation and Composition. Until all the Units in West End Town Homes have been fully developed, permanent improvements constructed thereon, and sold to third party Owners, the "Architectural Control Committee" shall mean the Declarant (or its successor in interest/assignee), and shall not be a committee of the Association. At such time as all of the Units in West End Town Homes have been fully developed, permanent improvements constructed thereon, and sold to third party Owners, the Declarant shall notify the Association and all the Owners of Units in West End Town Homes to that effect, and, thereupon, the Declarant's rights and obligations as the Architectural Control Committee shall forthwith terminate. Thereafter, the Association shall have the right, power, authority and obligation to establish a successor Architectural Control Committee as a committee of the Association in accordance with the Association Documents and prescribe rules and regulations pursuant to which such Committee shall act.

4.2. Design Standards. The Architectural Control 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 purpose of: (a) governing the form and content of plans and specifications to be submitted to the Architectural Control Committee for approval pursuant to this Declaration; (b) governing the procedure for such submission of plans and specifications; (c) 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, and all other matters that require approval by the Architectural Control Committee pursuant to this Declaration; and (d) establishing guidelines for approval of landscaping changes and maintenance of structures, including roof replacement.

Generally, exterior modifications to the Structures constructed by Declarant are discouraged and will not be approved. In reviewing any particular application, the Committee shall consider whether its actions will: (i) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Property; (ii) preserve the value and desirability of the Property 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 Property as a residential community.

4.3. Review and Approval of Plans. No exterior change shall be commenced, erected, or maintained on any Lot (including, without limitation the installation of new or additional landscaping or improvements within a front yard of a Lot), nor shall any exterior addition to or alteration to any Building be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been first submitted to the Architectural Control Committee for review and either approval or disapproval as to: (a) the conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of West End Town Homes; (b) the size, height, and location of the Structure in relation to surrounding Structures and topography and finished ground elevation; and (c) consistency with the provisions of this Declaration. All such plans and specifications shall be in such

THIS IS NOT A

form and shall contain such information as may be reasonably required by the Architectural Control Committee. In the event the Architectural Control Committee fails to render its approval or disapproval, in writing, of a request submitted by an Owner or Resident, within thirty (30) days after receipt of such request, the same shall be deemed to be rejected and disapproved by the Architectural Control Committee. The Committee may impose a review fee for the costs involved with any requested review.

Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, a copy of the same, as approved, shall be deposited for permanent record with the Architectural Control Committee and a copy bearing a notation of such approval, 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 Control Committee's right, in its sole reasonable 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 Control Committee may request changes in any plans or Structures that are completed or being built, if required by Law, and neither the Declarant nor the Architectural Control Committee shall be liable for any costs, expense and/or damages in connection therewith.

In regards to any plans and specifications approved by the Architectural Control Committee neither Declarant, nor any member of the Architectural Control 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 plans and specifications to comply with any Law. Further, neither Declarant, nor any member of the Architectural Control Committee shall be liable in damages to anyone by any 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 the Architectural Control Committee provided for in this Declaration. Every Person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submission of such plans and specifications, and every Owner of any Lot agrees, that he or she will not bring any action or suit against Declarant, or any member of the Architectural Control Committee, to recover for any such damage.

Prior to the issuance of a certification as set out in section 4.4 below, any employee or agent of the Architectural Control 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 Control Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

4.4. Certification by Architectural Control Committee. At the request of any Owner, the Association from time to time will issue, without charge, a written certification that the improvements, landscaping, and other exterior items situated upon such Owner's Lot have been approved by the Architectural Control Committee, if such is the case.

4.5. Violations. If any Structure shall be erected, placed, maintained, or altered upon any Lot otherwise than in accordance with the plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article, such erection, placement, maintenance, or alteration

THIS IS NOT A

shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Control Committee such violation shall have occurred, the Architectural Control Committee shall notify the Board. If the Board shall agree with the determination of the Architectural Control Committee with respect to the violation then the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have and be entitled to, in addition to any other rights set forth in this Declaration, all rights and remedies at law or in equity. Actions of the Board are final.

4.6. Partial Delegation to Association. At any time prior to the termination of Declarant's responsibilities as provided herein, Declarant may delegate to a committee of the Association the responsibilities of the Architectural Control Committee with regard to any activities on individual Lots which have been fully developed, permanent improvements constructed thereon, and sold to permanent residents. The Declarant may then retain all other duties of the Architectural Control Committee with regard to new construction.

ARTICLE V

GENERAL COVENANTS AND RESTRICTIONS

5.1. Rules and Regulations. No Owner or other Resident or their invitees shall violate the Association's rules and regulations for the use of the Units, Lots or the Common Area, and all Owners and other Residents, and their invitees, at all times shall do all things reasonably necessary to comply with the same. Wherever any provision of this Declaration or any amendment thereto, prohibits any activity, condition or Structure within the Property, such restriction or prohibition is self-executing until the Association promulgates rules and regulations expressly permitting such activities. Without limitation, any rule or, regulation shall be deemed "promulgated" when posted conspicuously at such convenient location within the Property as the Association from time to time may designate for such purpose.

5.2. General Prohibitions. No activity is permitted, nor may any object or substance be kept, stored, or permitted anywhere within the Property in violation of Law. No Owner shall cause or permit any unreasonable or obnoxious, destructive, illegal, or offensive activity that constitutes a nuisance to any Owner or to any other person lawfully residing within the Property. This provision shall not apply to the activities of Declarant in construction, maintenance or sale of Lots or Units. No storage or temporary placement of any items, including bicycles, or watercraft is permitted on the Common Areas.

5.3. Use of Lots. Each Lot may be improved and used for residential purposes only and only one Unit may be constructed thereon. No trade, business, or profession of any kind may be conducted on any Lot, except for the business of the Declarant and its transferees in developing the Property or a home occupation as permitted by the City of Tampa.

5.4. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Property. No firearms shall be discharged within the Property and nothing shall be done or kept within the Common Areas, or any other portion of the Property, including a Unit or Lot which will increase the rate of insurance to be paid by the Association.

5.5. Lawful Conduct. No immoral, improper, offensive or unlawful use shall be made of any Lot or other improvements. All valid Laws shall be strictly observed and any unlawful activities shall be reported to the local law enforcement department when observed.

THIS IS NOT A CERTIFIED COPY

5.6. Signs. No signs of any kind shall be displayed to public view upon any Lot, Unit and/or portion of the Common Area by any Resident or Unit except for the following: (i) customary name and address signs for each Unit, not to exceed one-half (½) square foot in size, and approved by the Association as to color and design; and (ii) a single "For Sale" or "For Lease" sign, not to exceed four (4) square feet in size, indicating that the Unit is for sale or for lease.

No signs shall be illuminated and no pendants, flags (except as provided in Section 5.7), festoons, or other commercial advertisements shall be displayed on or about any Unit, Lot and/or portion of Common Area. All signs permitted by this subsection are subject to the Association's rules and regulations, provided however that these restrictions shall not apply to signs used by Declarant or its designee to advertise the Property during the promotion, construction and sale of the Units.

5.7. Flags. Notwithstanding the provisions of Section 5.6 above, an Owner may display one (1) portable, removable United States flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful manner portable, removable official flags, not larger than 4 1/2 feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard in a respectful manner, consistent with Title 36 U.S.C Chapter, without prior written Association approval and further upon condition that the United States flag is well maintained at all times. Decorative flags which are no larger than 24" x 36", attached to a Unit and displayed for the purpose of a holiday, shall be permitted without prior written Association approval provided that such flag is removed no more than seven (7) days after the specific holiday for which it was displayed. Any other decorative flag must have written Architectural Control Committee approval prior to installation.

5.8. Holiday Decorations and Other Lighting. Holiday lighting and tasteful decorations shall be permitted to be placed upon the exterior portions of the Units and upon the Lots, subject to the following: (i) no nails, staples, screws or other appliances which penetrate any portion of the exterior structure of a Unit and/or Building shall be used to attach such lights and/or decorations; (ii) the installation period shall commence no earlier than the Thanksgiving Holiday and shall end no later than January 15th of the following year. In addition, the Architectural Control Committee may establish standards for holiday lights and may require the removal of any lighting that creates a nuisance (for example, unacceptable spillover to adjacent Unit).

5.9. Animals. No animals, livestock, or poultry may be raised, bred or kept anywhere within the Property; however, a maximum of three, in the aggregate, domestic dogs, cats or other conventional household pets may be kept upon any Lot, provided that the same 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. No pet shall be permitted to run at large outside a Lot. Each Owner and Occupant shall insure that his pet shall not disturb other Owners and other Residents with excessive or repetitive noise. All pets outside a Unit shall be properly leashed or shall be kept within an approved fence, shall be otherwise controlled in whatever manner is most practical on or off a Lot, and shall be subject to all applicable Law existing from time to time. No outside animal pen, cage or shelter shall be constructed or permitted.

5.10. Trash. Except for regular curbside collection and disposal, no rubbish, trash, garbage or other waste material or accumulations may be kept, stored or permitted anywhere within the Property, except inside a Unit, or in sanitary containers completely concealed from view. No trash containers shall be placed at curbside for pickup more than twenty-four (24) hours prior to the scheduled pickup.

5.11. Appurtenances. No porch deck, patio, fence, screened enclosure, carport or other attached or detached structure (whether free-standing, structural or non-structural and whether in the front, side or rear of

THIS IS NOT A

a Unit) shall be constructed without the prior written approval of the Architectural Control Committee. No permanent outdoor clothes lines may be installed or maintained on any Lot. No storm doors or screen doors are permitted on the front door of a Unit. No basketball hoops, whether temporary or permanent, including portable hoops, shall be installed or erected upon any Lot. No above ground swimming pools, freestanding storage sheds or outbuildings, screening of front porches or garages, antennas or solar collectors are permitted on any Lot, except as may be permitted by Law.

5.12. Antennae and Satellite Television Dishes. No television or radio masts, towers, poles, antennas, aerials or appurtenances shall be erected, constructed, maintained or allowed to remain on any Lot and/or Unit in such a manner as to be visible from the exterior of such Lot and/or Unit, if a master television and radio antenna system or cable television system is available or becomes available to such Lot and/or Unit. The foregoing notwithstanding, satellite dishes or microwave antennas for television reception having a diameter not greater than eighteen (18) inches are permitted, provided that: (i) the same are reasonably screened from view and can not be directly seen from the front of the Lot and/or Unit and; (ii) they have received written approval of the Architectural Control Committee as to their location prior to such installation. In any event, neither satellite dishes nor microwave antennae are to be installed on the roof and/or Building structure itself and to the extent approved, must be installed on the fascia of the Building only. All antennae not covered by the Federal Communications Commission "FCC" rules are prohibited. Installation, maintenance, and use of all antennae shall comply with restrictions adopted by the Association and shall be governed by the then current rules of the FCC.

5.13. Storage of Vehicles, Water Craft, Machinery or Equipment. Except as specifically permitted hereinafter, no vehicles (motorized or non-motorized, licensed or not), watercrafts (motorized or non-motorized), trailers of any kind (licensed or not), and/or any other machinery or equipment (whether mobile, licensed or not) shall be parked or stored on any Lot, sidewalk, public or private right-of-way within the Property, or any portion of the Common Areas. Except and to the extent that it is parked temporarily and is in use for construction, repair or maintenance of a Lot or Unit or the Common Areas, the foregoing prohibition shall include all of the foregoing items, which are of a commercial character.

Notwithstanding the foregoing, Permitted Vehicles (as defined below) may be parked in driveways and/or in front of the Unit in the on-street parking provided. A "Permitted Vehicle" shall mean a licensed motor vehicle which is: (i) a passenger automobile or van (including a high-top conversion van or sport vehicle with oversized tires, but excluding a motor-home or recreational vehicle), (ii) a motorcycle, or (iii) a pick-up truck, whether or not the bed has been enclosed, provided such pick-up truck can be otherwise completely concealed within a standard sized garage, and provided in each instance that any such vehicle has a current license tag and is in daily use as a motor vehicle on public rights-of-way. The definition of a Permitted Vehicle shall not include a vehicle used for commercial purposes, including vehicles containing racks, tool storage units (excluding low-profile units installed parallel to and immediately behind the cab), and vehicles displaying commercial signage. None of the foregoing items which are inoperative or abandoned shall be permitted on any Lot for a period in excess of forty-eight (48) hours unless such item is entirely within a garage. No major repairs shall be performed on any such items on any Lot except within a garage and under no circumstances shall such repairs be performed if they result in the creation of an unsightly or unsafe condition as determined by the Board. Unless specifically designated by the Board for parking, no temporary parking shall be permitted on any Common Areas. Watercrafts may be stored only in enclosed garages.

5.14. Window Treatments. Within thirty (30) days of purchase, an Owner shall install drapes, curtains, blinds or other tasteful window coverings, with a white or neutral colored backing, if visible from the front of the Lot and/or Unit. No security bars shall be placed on the windows of any Unit without prior written approval of the Architectural Control Committee. No awnings, canopies or shutters shall be affixed to the exterior of a Unit without the prior written approval of the Architectural Control Committee. No

THIS IS NOT A

reflective tinting or mirror finishes on windows shall be permitted without the prior written approval of the Architectural Control Committee. As used herein, the term "Window Treatment" is limited to traditional window coverings, and excludes, without limitation, sheets, toweling, newspaper, aluminum foil, cardboard or other similar temporary covering.

5.15. Window or Wall Air-conditioning Units. No window or wall air-conditioning unit or exhaust fan or any other type of fan may be installed in a window, or through-the-wall, or on the roof of a Unit or building at any time, except as may have been originally installed by the Declarant during construction of the Unit.

5.16. Fences. No fences shall be erected or maintained on any Lot, except as installed by the Declarant as part of the Work.

5.17. Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Unit or Lot, unless approved, in writing, by the Architectural Control Committee.

5.18. Mailboxes. No individual mailboxes shall be installed or erected upon any Lot or Unit for so long as the Association maintains common mailbox facilities for the use and benefit of all Unit owners.

5.19. Access by Certain Parties. The United States Postal Service, the Association, and all other public and quasi-public agencies and utilities furnishing any service to the Association or to any Lot within the Property, are hereby granted a non-exclusive easement of vehicular and pedestrian ingress and egress for the purpose of providing such service in a reasonable manner over, across and through such portions of the Common Areas that from time to time are improved or maintained for such purpose. Every public or private agency furnishing police, security, fire, ambulance and other emergency services and any public or private agency furnishing trash and/or garbage removal services to any Lot within the Property, or to any Person within the Property, is hereby granted a non-exclusive easement for pedestrian and vehicular ingress and egress over, across and through the Common Area to the extent reasonably necessary to provide such service.

5.20. Access by Association. The Association has a right of entry onto each Lot (but not inside a Unit) to the extent reasonably necessary to discharge its rights or 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 the 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 Unit 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 upon a Lot 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.

5.21. Lease and Ownership Restrictions. No Lot or Unit may be leased for a term of less than one (1) year. A copy of all leases shall be provided to the Association prior to the occupancy by any tenant. No corporation or entity other than a natural person or persons may own any Lot, except for the sole purpose of leasing the Lot to a natural person or persons for a term of at least one (1) year.

5.22. Completion and Sale of Units. No person or entity shall interfere with the completion and sale of a Unit within the community. Without limiting the foregoing, each Owner, by acceptance of a deed, agrees that picketing and posting negative signs is strictly prohibited.

THIS IS NOT A

5.23. Right to Tow Any vehicle parked, stored, repaired, serviced, painted, dismantled, rebuilt, constructed or operated in violation of the restrictions provided in this Declaration or in violation of any reasonable rules and regulations adopted by the Association from time to time may be towed away or otherwise removed by or at the request of the Association, and the Owner of the Lot to whom such vehicle belongs or to whom the operation of such vehicle is a family member, guest or invitee shall reimburse the Association for any costs incurred by the Association and the Association shall have a lien right against such Lot to enforce collection of such reimbursement. Any cost or expense not incurred by, or the responsibility of, the Association but necessary to the recovery of the towed or removed vehicle shall be borne solely by the Owner or the operator of the towed or removed vehicle.

5.24. Violations. All of the restrictions contained herein shall be enforceable by specific performance and injunctive relief. In the event of a violation of these covenants and restrictions, or of any rule or determination properly promulgated or made by the Board of Directors of the Association and/or the Architectural Control Committee, the Association may, as an additional remedy, provide written notice of the violation to the Owner of record and, if the said violation shall continue for a period of seven (7) days from the receipt of the written notice, subject to notice and hearing as required by law, the Owner may be assessed an amount up to One Hundred Dollars (\$100.00) per violation or the maximum amount allowed by law, if such amount is greater. A fine shall not become a lien against a Lot. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the court.

ARTICLE VI COMMON AREAS

6.1. Establishment of Common Areas. The Declarant may, from time to time as the Declarant deems necessary and/or prudent, establish Common Areas for the use and enjoyment of the Owners, either through the granting of easements to the Association or the conveyance of fee simple title to the Association. The Association hereby covenants and agrees to accept from the Declarant, any and all grants of easement in and/or conveyance of title to the Common Areas, subject to terms and conditions of this Declaration and the obligations set forth herein. Initially, the Common Areas shall consist of the parcels and easements shown and identified as common areas on the Plat.

6.2. General Common Area Easements. The following general Common Area easements are established by the Declarant:

(a) Declarant hereby reserves to itself, the Association, its employees, agents, contractors, subcontractors, and invitees, a perpetual and nonexclusive easement over, upon and across the Common Areas, for the purposes of providing pedestrian and vehicular access (ingress and egress) to any and all areas of the Property.

(b) Declarant hereby reserves unto the City of Tampa fire, police, health, sanitation, (including trash collection) and other public services, a perpetual non-exclusive easement over, upon and across the Common Areas, for the purpose of providing pedestrian and vehicular access (ingress and egress) to any area of the Property requiring such services.

6.3. Owners' Easements of Enjoyment of Common Areas. Every Owner shall have a non-exclusive easement, privilege of use and right of enjoyment in and to the Common Areas; provided, however, that no Owner shall commit any act which unreasonably interferes with the use and enjoyment of the Common Areas by all other Owners; and provided further, said easement shall be subject to the following rights, title and interest:

THIS IS NOT A
CERTIFIED COPY

(a) The right of the Association to impose reasonable limits upon the number of guests who may use the recreational facilities, if any, located upon the Common Areas.

(b) The right of the Association to suspend an Owner's privilege to the use of the Common Areas for any period during which any Assessment (as defined herein) against his or her Lot remains unpaid, and for a period not to exceed sixty (60) days for any other infraction of the Association Documents or the rules and regulations of the Association, provided that such suspension shall not interfere with such Owner's access to the Lot.

(c) The right of the Declarant and the Association to grant easements in and to the Common Areas for all utility services, including cable television and other public uses which benefit the subdivision as a whole.

(d) The right of the Association to borrow money for the purpose of improving the Common Areas or acquiring additional Common Areas property; provided however, the Common Areas cannot be mortgaged without the consent of the Members entitled to cast two-thirds (2/3) of the total votes able to be cast at any regular or special meeting of the Members duly called and convened.

(e) The right of the Association to dedicate, transfer and convey all or any part of its right, title and interest in the Common Areas to any public agency, authority, or utility or, subject to such conditions as may be agreed to by the Lot Owners, to any other Person for such purposes; provided, however, the Common Areas cannot be conveyed without the consent of the Members entitled to cast two-thirds (2/3) of the total votes able to be cast at any regular or special meeting of the Members duly called and convened.

6.4. Minor's Use of Facilities. Parents shall be responsible for all actions of their minor children at all times in and about the Property including, but not limited to, Common Areas. Declarant and Association shall not be responsible for any use of the Association facilities by anyone, including minors.

6.5. Responsibilities of the Association with Respect to the Common Areas. Upon conveyance or designation as a Common Area, the Association shall be responsible for the Common Areas, including but not limited to, their operation, management, care, restoration, insurance, renovation, alteration, reconstruction, repair, maintenance, re-building, replacement and/or improvement together with the payment of any and all taxes and/or utilities associated with said Common Areas (subject to the right to impose Assessments in connection therewith), in accordance with the standards, terms and conditions more particularly set forth hereinbelow.

Any private streets, street lights, sidewalks, private utilities for water or sewer, other private utilities, drainage systems, fences, walls, and other improvements or amenities that have been constructed, installed or created by the Declarant as part of the subdivision improvements or the Work, shall be maintained by the Association in accordance with the standards, terms and conditions more particularly set forth hereinbelow. The Association shall establish reserves for the replacement of Common Area improvements.

6.6. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws and the rules and regulations of the Association, his right of enjoyment of the Common Areas and facilities to members of his family, tenants, social and business invitees or contract purchasers who reside on the Property. Notwithstanding the foregoing, the rights and privileges of an Owner with respect to the use and enjoyment of the Common Areas and facilities are declared to be an appurtenance to the Unit, are not severable from the ownership of such Unit and shall pass with each conveyance of title to the Unit, whether or not separately described.

THIS IS NOT A
CERTIFIED COPY

6.7. Destruction of Common Areas. In the event of a total or partial destruction of the Common Areas, and if available proceeds of insurance carried pursuant to this Declaration are sufficient to cover eighty-five percent (85%) of the repair or reconstruction, the Common Areas shall be promptly repaired and rebuilt, unless within one hundred twenty (120) days from the date of such destruction, two-thirds (2/3) or more of the Members entitled to vote at a duly called meeting, determine that such reconstruction shall not take place. If the insurance proceeds are less than eighty-five percent (85%) of the cost of reconstruction, reconstruction may nevertheless take place if, within one hundred twenty (120) days from the date of destruction, a majority of the Members elect to rebuild.

ARTICLE VII RESERVATIONS AND GRANTS OF OTHER EASEMENTS

7.1. Blanket Utility Easement. Declarant hereby reserves unto itself, its successors and assigns, a perpetual, nonexclusive blanket utility easement, over, upon, under, through and across the Property for the purpose of constructing and installing utility lines, equipment and other improvements, including, without limitation (as may be applicable): (i) electric utility transmission lines and equipment; (ii) stormwater conveyance lines, collection grates, control structures and other drainage improvements; (iii) sanitary sewer transmission lines, lift stations and other improvements; (iv) natural gas transmission lines; (v) telecommunications and cable television lines; (vi) irrigation lines for landscaping and sod; and (vi) any and all other utility lines, equipment and/or improvements serving and/or benefiting one (1) or more Lots within the Property (the "Declarant Installed Improvements").

7.2. Access and Maintenance Easement. Declarant hereby reserves unto the Association, its contractors, subcontractors, employees, agents, designees and assigns, a perpetual non-exclusive blanket easement over, upon, through and across the Property for the purpose of keeping, maintaining, repairing and replacing the Declarant Installed Improvements together with any Declarant installed landscaping, pavement, pavers, driveways, accesses, sidewalks and/or other improvements.

7.3. Third Party Utility Easements. Declarant hereby grants and conveys to the City of Tampa and any applicable third party utility service providers, a perpetual, nonexclusive easement over, under, upon, through and across Tract A of the Property (as so identified and designated on the Plat), for the purpose of installing, keeping, maintaining, repairing and replacing above-ground and underground utility lines, equipment and other improvements serving or benefiting one (1) or more Lots and/or Units within West End Town Homes. The foregoing grant of easement is coupled with a reasonable right of access to, through and across the Property and is conditioned and premised upon the acknowledgement and agreement of such utility service provider to promptly and properly repair any damage caused to the Property and/or any Unit as a result of the exercise of the rights and privileges granted herein.

7.4. Reciprocal Easements. Declarant hereby declares and establishes reciprocal appurtenant easements between each Lot and such portion or portions of the Common Areas adjacent thereto, and between adjacent Lots, for the following purposes: (i) maintenance, repair and reconstruction of any party wall or walls, as provided for in this Declaration; (ii) maintenance, repair and reconstruction of any common fences between Lots installed by the Declarant; (iii) lateral and subjacent support; (iv) overhanging roofs, eaves and trees, if any, installed by Declarant, and for replacements thereof; (v) encroachments caused by the initial placement, settling or shifting of any improvements constructed, reconstructed or altered therein in accordance with the provisions of the Declaration; (vi) drainage of ground and surface waters in the manner established by Declarant. To the extent not inconsistent with this Declaration, the general rules of common law apply to the foregoing easements. The extent of such easements for drainage, lateral and adjacent support and overhangs is that reasonably necessary to effectuate their respective purposes; and such

THIS IS NOT A

easements of encroachment extend to a distance of not more than five (5) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point.

To the extent that any land or improvement which constitutes part of the Property, now or hereafter supports or contributes to the support of any land or improvement constituting another portion of the Property, the aforesaid land or improvement, or both land and improvement are hereby burdened with an easement for support for the benefit of the Property or Lot as the case may be. The easement for support shall be an easement appurtenant and run with the land at Law.

If any portion of the Common Areas encroaches upon a Lot, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. If any portion of a Lot by virtue of the Work performed by Declarant encroaches upon the Common Areas or upon an adjoining Lot or Lots, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either upon the Common Areas or upon the Lots for the purposes of marketability of title. In the event a Building on the Common Areas or a Lot or any portion thereof is destroyed and then rebuilt, the Owners of the Lot or Lots agree that minor encroachments of parts of the Common Areas, or other Lots, because of such reconstruction shall be permitted and that an easement for such encroachment and the maintenance and repair of the same shall exist.

ARTICLE VIII **MAINTENANCE STANDARDS AND OBLIGATIONS**

8.1. Maintenance. All Common Areas and Units shall be kept and maintained in a state of good repair and condition. The following provisions shall set forth and establish the general maintenance responsibilities with respect to the Property:

(a) Responsibility of Association. The Association shall have the exclusive right and responsibility to maintain (and each Lot is subject to an assessment for such maintenance, as set forth herein) the following portions of the Property and the improvements located thereon:

(i) the exteriors of the Buildings, including repairing any damage to and repainting the exterior of the Buildings, as needed, the repair, servicing, maintenance and/or replacement of the Building roofs together with the repair, servicing, maintenance and/or replacement of the physical building structure (excluding interior walls of the Units); and

(ii) any and all Declarant Installed Improvements serving and benefiting one (1) or more Lots;

(iii) any and all improvements located within the Common Areas;

(iv) all mowing, edging, weeding, fertilizing and other maintenance of the sodded portions of the front yards, rear yards and side yards of the Lots (except as hereafter set forth below) and all sodded portions of the Common Areas;

(v) all trimming, pruning, fertilizing, and other maintenance of trees, shrubs and/or landscaping located within the front yards, rear yards and side yards of the Lots (except as hereafter set forth below) and the Common Areas, including the replacement of dead or diseased landscaping;

THIS IS NOT A
CERTIFIED COPY

(vi) all repaving, resurfacing, repairing and other maintenance of the driveways, sidewalks and lead walks located upon the Property and installed by Declarant; (v) all painting, patching, resurfacing, repairing, pressure washing and other maintenance of the exterior surfaces of the several buildings, including the walls, roofs, siding, downspouts and gutters, which maintenance shall be conducted as scheduled by the Architectural Control Committee; and

(vii) the Surface Water Management System Facilities for the Property.

The Association's duty of exterior maintenance does not include: (x) glass surfaces; (y) replacement of exterior doors; or (z) any trees, shrubs, lawns or landscaped areas within the patio or fully enclosed entry area including the enclosed rear patios of Lots.

Where it is stated herein that the Association has "exclusive control", it means the Owners of Lots shall not be required, entitled or permitted to conduct such activities, it being the intent of the Association to control such activities for purpose of maintaining uniformity within the Property.

(b) Responsibility of Owner. Each Owner shall be responsible for maintaining, at his or her own expense, the following portions of their respective Unit and/or Lot:

(i) all portions of the Unit which are not maintained by the Association pursuant hereto, including, without limitation, all interior walls, floors, ceilings, appliances, cabinetry, counter tops, storage areas, shelving, plumbing and plumbing fixtures, interior piping, connections & apparatus, electrical fixtures, outlets, switches, conduits & wiring, HVAC units and ducts, and the like;

(ii) all exterior windows and other glass surfaces;

(ii) all exterior doors;

(iii) all mowing, edging, weeding, fertilizing and other maintenance of the sodded portions of the Lot located within a fully enclosed yard, patio or entry area;

(iv) all trimming, pruning, fertilizing, and other maintenance of trees, shrubs and/or landscaping located within a fully enclosed yard, patio or entry area;

(iv) all maintenance, repair, restoration or replacement of any improvements damaged or destroyed from fire, wind, flood, tornado, hurricane or other casualty; and

(v) all repair, restoration and/or replacement of any property (real or personal) whether located upon such Owner's Lot, any other Lot, and/or the Common Areas, which is damaged due to the willful act or gross negligence of such Owner, any member of such Owner's family or household, a tenant of such Owner and/or any guest or invitee of such Owner.

(c) Failure of an Owner to Repair. The Association may perform maintenance or make repairs and assess the costs of any required exterior maintenance or repairs to the Owner of any Lot under the following circumstances: (i) such Owner does not maintain in a reasonable condition any lawn or landscaped area on such Owner's Lot that the Association is not required to maintain; or (ii) such Owner does not when reasonably necessary replace any glass surfaces or exterior doors on such Owner's Lot; or (iii) any maintenance repair or replacement, whether upon such Owner's Lot, or any

THIS IS NOT A

other Lot or Common Areas, is required because of any willful act of such Owner or any member of such Owner's family or household or any invitee of such Owner; or (iv) any Owner fails promptly to repair or replace, as the case may be, any casualty damage to such Owner's Lot; and (v) such Owner has failed to undertake the necessary maintenance or replacement within a reasonable period of time following written notice from the Association. Upon the occurrences of the foregoing, and after reasonable prior notice to such Owner, and a reasonable opportunity to be heard, the Association's Board by a vote of not less than two-thirds (2/3) of the full Board may undertake such maintenance, replacement or repairs and may assess by specific assessment the costs of such maintenance, replacement or repairs, as the case may be, against such Owner's Lot in the manner provided by this Declaration.

ARTICLE IX INSURANCE AND CASUALTY LOSSES

9.1. The Association's Insurance Obligations. Insurance, other than title insurance, shall be carried by the Association in accordance with the following provisions:

(a) Casualty Insurance. All Buildings shall be insured in an amount equal to the maximum insurable replacement value of said Building, excluding foundation and excavation costs. Such coverage shall afford protection against: (i) loss or damage by fire, hurricane, tornado, wind storm, and other hazards covered by a standard extended coverage endorsement; and (ii) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the Buildings located upon the Property, including but not limited to, vandalism and malicious mischief.

(b) Common Areas. All improvements in the Common Areas and all personal property included in the Common Areas shall be insured by the Association in such an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board. Such coverage shall afford protection against: (i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and (ii) Such other risks as from time to time shall be customarily covered with respect to building similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

All insurance policies upon the Common Areas shall be purchased by the Association for the benefit of the Association. It shall not be the responsibility or the duty of the Association to obtain insurance coverage upon the personal liability, Unit, personal property or living expenses of any Owner and such Owner shall obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the Association.

(c) General Liability. The Association shall purchase and maintain general public liability insurance in such amounts and having such coverage as may be required by the Board.

(d) Other Risks. The Association shall purchase and maintain such other insurance as the Board Directors of the Association shall determine from time to time to be desirable.

Premiums for the described insurance shall be a common expense, collected from Owners as part of the Annual Assessment. Premiums shall be paid by the Association.

The insurance policies identified in (b), (c) and (d) above shall be for the benefit of the Association and its mortgagees as their interests may appear, and shall be paid to the Association and distributed and used by the Association as the Board may determine.

THIS IS NOT A
CERTIFIED COPY

Notwithstanding the foregoing to the contrary, so long as Declarant is Fifth Third Bank, Declarant reserves the right to provide such insurance through "umbrella" insurance policies maintained by Fifth Third Bank.

9.2. Owner's Insurance Obligations. Each Owner shall be responsible for insuring the interior improvements, appliances, fixtures, contents and furnishings of his or her Unit, and the Association shall have no liability and/or responsibility with respect to any losses thereto or thereof.

9.3. Condemnation. In the event that any portion of the Common Areas shall be made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the taking of any portion of the Common Areas by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association and shall be distributed to the Association and to any Owner who is directly adversely affected by the condemnation, as their respective interests may appear.

ARTICLE X GENERAL PROVISIONS

10.1. Enforcement. Each Lot Owner shall comply strictly with the covenants, conditions, restrictions, and easements set forth in this Declaration. In the event of a violation or breach, or threatened violation of breach, of any of the same, the Declarant, the Architectural Control Committee, the Association, or any Owner, jointly and severally, shall have the right in addition to procedures set forth herein, to proceed at Law or in equity for the recovery of damages, or for injunctive relief, or both. If any Owner or the Association is the prevailing party in any litigation involving this Declaration, then that party also has a right to recover all costs and expenses incurred (including reasonable attorneys' fees and paralegal fees together with any applicable sales or use tax thereon). However, no Owner has the right to recover attorney's fees from or against the Association, unless provided by Law. Failure by the Declarant, the Architectural Control Committee, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

In addition to the above rights, the Association and the Architectural Control Committee shall have a right of abatement if the Owner fails to take reasonable steps to remedy any violation or breach within thirty (30) days after written notice sent by certified mail. A Right of Abatement, as used in this Section means the right of the Association or Architectural Control Committee, through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach, or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions; provided, such entry and such actions are carried out in accordance with the provisions of this Article. The cost thereof including the costs of collection and reasonable attorneys' fees, and paralegal fees (together with any applicable sales or use tax thereon) together with interest thereon at eighteen percent (18%) per annum not to exceed that allowed by Law, shall be a binding personal obligation of such Owner, enforceable at Law, and shall be a lien on such Owner's lot enforceable as provided herein.

The Southwest Florida Management District has the right to take enforcement measures, including a civil action for injunction and penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities.

10.2. Severability. If any term or provision of this Declaration or the Association Documents or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the

THIS IS NOT A

remaining terms and provisions of this Declaration and the Association Documents, and the applications thereof, shall not be affected and shall remain in full force and effect and to such extent shall be severable.

10.3. Duration. This Declaration, inclusive of all easements reserved by or on behalf of the Declarant or Association, shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Declaration, their respective heirs, legal representatives, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is filed for a record in the Public Records of Hillsborough County, Florida, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then record Owners of all of the Lots has been recorded, agreeing to change this Declaration in whole or in part.

10.4. Amendment. This Declaration may be amended by an instrument signed by the duly authorized officers of the Association provided such amendment has been approved by the Members entitled to cast two-thirds (2/3) of the total votes able to be cast at any regular or special meeting of the Members duly called and convened. Any amendment, to be effective, must be recorded. Notwithstanding anything herein to the contrary, so long as the Declarant shall own any Lot or have the right to subject additional properties to this Declaration, no amendment shall diminish, discontinue, or in any way adversely affect the rights of the Declarant under this Declaration.

Any amendment of these documents which would affect the Surface Water Management System Facilities, including the water management portions of the common area, must have the prior approval of the City of Tampa and the Southwest Florida Water Management District. Every purchaser or guarantor of any interest in any real property now or hereafter subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section.

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

10.6. Permission. When any act by any party affected by this Declaration, which by the terms of this Declaration requires the permission or consent of the Declarant, such permission or consent shall only be deemed given when it is in written form, executed by the Declarant.

10.7. Applicable Law. The Law of the State of Florida shall govern the terms and conditions of this Declaration.

10.8. Definitions. Whenever used herein and appropriate, the singular shall include the plural, the plural shall include the singular, and any gender shall include the other.

10.9. Captions. The captions in this Declaration are for convenience only and shall not be deemed to be part of this Declaration or construed as in any manner limiting the terms and provisions of this Declaration to which they relate.

10.10. Notice. Unless otherwise stated herein, any notice required or permitted to be given pursuant to this Declaration shall be in writing sent by prepaid, first class mail to such address of the Person to be notified as such Person may have designated or as would be reasonably anticipated to effectuate receipt of the notice. Any such notice shall be effective upon mailing in conformity with the Declaration. If any Person consists of more than one Person or entity, notice to one as provided herein shall be notice to all.

THIS IS NOT A CERTIFIED COPY

ARTICLE XI

DISCLAIMER OF LIABILITY OF DECLARANT AND THE ASSOCIATION

11.1 No Liability or Responsibility Assumed or Created. Notwithstanding anything contained herein or in the Articles of Incorporation, By-Laws, any rules or regulations of the association or any other document governing or binding the Association, neither the Association nor the Declarant nor any officer, member, manager or employee thereof shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Property including, without limitation, residents and their families, guest, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the Association Documents and the rules and regulations of the Association that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;

(b) the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the Laws of the United States, State of Florida, Hillsborough County and/or any other jurisdiction or the prevention of tortuous activities; and

(c) any provisions of the Association Documents and the rule and regulations of the Association setting forth the uses of assessments which are related to health, safety, security and/or welfare shall be interpreted and applied only as limitations of the uses of assessment funds and not as creating a duty of the association to protect or further the health, safety security or welfare of any person (s), even if assessment funds are chosen to be used for any such reason.

(d) the Association may employ the use of security cameras and portions of the community cable television system for security purposes. This service will be without backup and available only to cable television customers. The operation of this system by the Association is for the convenience of Owners only. The Association, Declarant, and all agents thereof shall have no liability to any person regarding the operation or failure of operation of such security camera system.

Each Owner (by virtue of his acceptance of title to his Lot) and each other person having an interest in or lien upon, or making any use of, any portion of the properties (by virtue of accepting such interest or lien or making such uses) shall be bound by this article and shall be deemed to have automatically waived any and all rights, claims demands and causes of action against the association arising from or connected with any matter for which the liability of the Association has been disclaimed in this article.

As used in this article, "Association" shall include within its meaning all of association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns, the provisions of this article shall also inure to the benefit of the Declarant, which shall be fully protected hereby.

[Signature page follows]

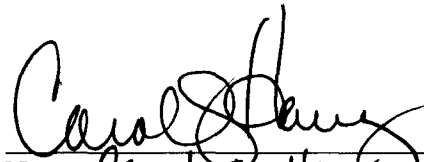
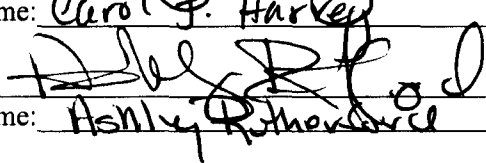
THIS IS NOT A
CERTIFIED COPY

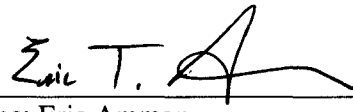
~~IN WITNESS THEREOF~~, the Declarant has caused these presents to be executed as of the day and year first above written.

WITNESSES:

DECLARANT:

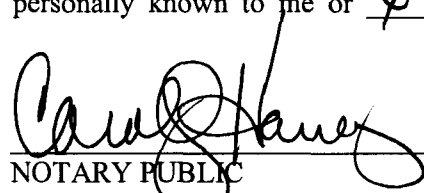
FIFTH THIRD BANK,
an Ohio banking corporation


Name: Carol J. Harvey

Name: Ashley Rutherford

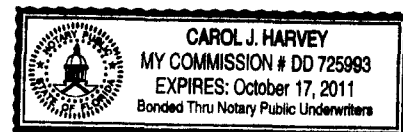
By: 
Name: Eric Ammon
Title: Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 24th day of June, 2010, by Eric Ammon, the duly authorized Vice President of Fifth Third Bank, an Ohio banking corporation, for and on behalf of said corporation, who _____ is personally known to me or X who produced FL driver's License as identification.


NOTARY PUBLIC
My Commission Expires: _____

(SEAL)



THIS IS NOT A
Exhibit A
CERTIFIED COPY
Legal Description of the Property

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING WITHIN SECTION 23, TOWNSHIP 29 SOUTH, RANGE 18 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA AND BEING DESCRIBED AS FOLLOWS:

BLOCK B:

LOTS 1 THROUGH 5, BLOCK 6, REVISED PLAT OF WOODLAWN PARK AS RECORDED IN PLAT BOOK 7, PAGE 6 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

TOGETHER WITH:

THAT PORTION OF THE NORTH 1/2 OF THE 14' PLATTED ALLEY (VACATED PER O.R. BOOK 17095, PAGE 1476 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA) ADJACENT TO SAID LOTS 3, 4 AND 5 AND THAT PORTION OF THE 10' PLATTED ALLEY (VACATED PER O.R. BOOK 17095, PAGE 1476 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA) ADJACENT TO SAID LOTS 1 AND 2.

ALL BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 6 OF REVISED PLAT OF WOODLAWN PARK, AS RECORDED IN PLAT BOOK 7, PAGE 6 OF HILLSBOROUGH COUNTY RECORDS, SAID POINT BEING THE POINT OF BEGINNING; THENCE S00°49'28"W ALONG THE WEST RIGHT-OF-WAY LINE OF OREGON AVENUE (60.00 FEET WIDE), A DISTANCE OF 103.10 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, N89°10'12"W, A DISTANCE OF 257.51 FEET; THENCE N00°50'55"E, A DISTANCE OF 103.10 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LEMON STREET (60.00 FEET WIDE); THENCE S89°10'12"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 257.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 26,547 SQUARE FEET OR 0.609 ACRES, MORE OR LESS.

WEST END TOWN HOMES PHASE I, BLOCK B-1

BEING A REPLAT OF LOTS 1 THROUGH 5, BLOCK 6, AND THAT PORTION OF THE NORTH ½ OF THE 14' PLATTED ALLEY (VACATED PER O.R. BOOK 17095, PAGE 1476 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA) ADJACENT TO SAID LOTS 3, 4 AND 5 AND THAT PORTION OF THE 10' PLATTED ALLEY (VACATED PER O.R. BOOK 17095, PAGE 1476 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA) ADJACENT TO SAID LOTS 1 AND 2 OF THE REVISED PLAT OF WOODLAWN PARK, AS RECORDED IN PLAT BOOK 7, PAGE 6, LYING WITHIN SECTION 23, TOWN 29 SOUTH, RANGE 18 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING WITHIN SECTION 23, TOWNSHIP 29 SOUTH, RANGE 18 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA AND BEING DESCRIBED AS FOLLOWS:

BLOCK B:

LOTS 1 THROUGH 5, BLOCK 6, REVISED PLAT OF WOODLAWN PARK AS RECORDED IN PLAT BOOK 7, PAGE 6 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA

TOGETHER WITH:

THAT PORTION OF THE NORTH ½ OF THE 14' PLATTED ALLEY (VACATED PER O.R. BOOK 17095, PAGE 1476 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA) ADJACENT TO SAID LOTS 3, 4 AND 5 AND THAT PORTION OF THE 10' PLATTED ALLEY (VACATED PER O.R. BOOK 17095, PAGE 1476 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA) ADJACENT TO SAID LOTS 1 AND 2.

ALL BEING FURTHER DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 6 OF REVISED PLAT OF WOODLAWN PARK, AS RECORDED IN PLAT BOOK 7, PAGE 6 OF HILLSBOROUGH COUNTY RECORDS, SAID POINT BEING THE POINT OF BEGINNING, THENCE S00°49'28"W ALONG THE WEST RIGHT-OF-WAY LINE OF OREGON AVENUE (60.00 FEET WIDE), A DISTANCE OF 103.10 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, N88°10'12"W, A DISTANCE OF 257.51 FEET; THENCE N07°55'55"E, A DISTANCE OF 103.10 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LEMON STREET (60.00 FEET WIDE); THENCE S88°10'12"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 257.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 26,547 SQUARE FEET OR 0.609 ACRES, MORE OR LESS.

DEDICATION:

THE UNDERSIGNED, AS OWNER OF ALL THE LANDS PLATTED AND REFERRED TO AS WEST END TOWN HOMES PHASE I, BLOCK B-1, AND DESCRIBED IN THE LEGAL DESCRIPTION ABOVE, DEDICATES AND DECLARES AS FOLLOWS:

1. TRACT A IS HEREBY DEDICATED TO AND SHALL BE OWNED BY FIFTH THIRD BANK, AN OHIO BANKING CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS.
2. TRACT A SHALL BE PRIVATE AND SHALL BE UTILIZED FOR INGRESS, EGRESS, LANDSCAPING, DRAINAGE AND OTHER COMMON AREAS AND USES SERVING AND BENEFITING THE LOTS SUBJECT HERETO.
3. TRACT B IS RESERVED BY THE OWNER FOR FUTURE DEVELOPMENT AND IS SUBJECT TO FURTHER REPLATTING.
4. PERPETUAL, NON-EXCLUSIVE UTILITY EASEMENTS ARE HEREBY GRANTED IN FAVOR OF ALL PROVIDERS OF PUBLIC UTILITY SERVICES, INCLUDING, WITHOUT LIMITATION THE TAMPA ELECTRIC COMPANY AND VERIZON, OVER AND ACROSS TRACT A, FOR THE PURPOSE OF INSTALLING, REPAIRING, OPERATING, MAINTAINING AND REPLACING ABOVE-GROUND AND UNDERGROUND UTILITY FACILITIES AND EQUIPMENT NECESSARY TO SERVE AND BENEFIT THE LOTS SUBJECT HERETO.
5. PERPETUAL, NON-EXCLUSIVE EASEMENTS IN FAVOR OF THE CITY OF TAMPA ARE HEREBY GRANTED OVER AND ACROSS TRACT A FOR EMERGENCY ACCESS, FIRE, POLICE AND OTHER PUBLIC SERVICES AS DEEMED NECESSARY.
6. TRACT A AND ALL UTILITY AND PRIVATE DRAINAGE EASEMENT AREAS HEREUNDER, SHALL BE MAINTAINED BY FIFTH THIRD BANK, AN OHIO BANKING CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS.
7. THE PLATTED LANDS HEREUNDER ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WEST END TOWN HOMES, RECORDED IN OFFICIAL RECORDS BOOK . . . PAGE . . . OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.
8. A PERMANENT, NON-EXCLUSIVE EASEMENT SHALL BE RESERVED IN, ON, UNDER, OVER AND ACROSS TRACT A FOR THE USE AND BENEFIT OF THE CITY OF TAMPA, AND ITS SUCCESSORS AND ASSIGNS FOR THE INSTALLATION, OPERATION, REPAIR, RECONSTRUCTION AND MAINTENANCE OF AND ACCESS TO SANITARY SEWER FACILITIES AND ALL APPURTENANCES THERE TO. SAID PERMANENT WASTEWATER EASEMENT IS RESERVED FOR SANITARY SEWER FACILITIES THAT ARE NOW EXISTING OR ARE HEREAFTER INSTALLED OR LOCATED ON, BENEATH, OR ABOVE THE SURFACE OF THE LAND SUBJECT TO THE EASEMENT, AND SHALL INCLUDE A FULL RIGHT OF INGRESS AND EGRESS THERE TO AND OVER, ACROSS, UNDER AND THROUGH THE EASEMENT, NO IMPROVEMENTS, STRUCTURES, WALLS, OR BUILDINGS PERMANENT OR TEMPORARY (OTHER THAN PAVEMENT AND CURBING), SHALL BE CONSTRUCTED AND NO TREES OR LANDSCAPING (OTHER THAN GRASS AND LOW SHRUBBERY) SHALL BE INSTALLED ON THE LAND SUBJECT TO THIS EASEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE DIRECTOR OF THE CITY OF TAMPA, DEPARTMENT OF WASTEWATER, IN CONNECTION WITH ANY REPAIR, MAINTENANCE, OR RECONSTRUCTION ACTIVITIES CONDUCTED BY THE CITY OF TAMPA OR BY THE CITY OF TAMPA'S ASSIGNS. THE CITY OF TAMPA SHALL HAVE THE RIGHT TO REMOVE AND SHALL HAVE NO RESPONSIBILITY TO RESTORE, REPAIR, OR REPLACE ANY PRIVATE STRUCTURES, WALLS, BUILDINGS, IMPROVEMENTS, FENCING, TREES, OR LANDSCAPING LOCATED WITHIN THE EASEMENT. THE CITY OF TAMPA SHALL HAVE THE RIGHT OF SUCH ACTIVITIES. THE CITY OF TAMPA SHALL ONLY BE REQUIRED TO RETURN ANY EXCAVATED AREAS TO FINISH GRADE AND RESTORE ANY PAVING DISTURBED TO THE QUALITY OF PAVING THAT MEETS THE MINIMUM STANDARDS OF THE CITY OF TAMPA FOR PUBLIC RIGHT OF WAY. THE PROPERTY OWNERS SHALL BE SOLELY RESPONSIBLE FOR THE COST OF REMOVING (IF NECESSARY), REPAIRING AND/OR RESTORING ANY BUILDINGS, STRUCTURES, TREES, OR LANDSCAPING LOCATED ON THE EASEMENT PROPERTY WHICH ARE REMOVED, DAMAGED, OR DISTURBED IN CONNECTION WITH THE EXERCISE OF CITY'S EASEMENT RIGHTS PURSUANT TO THE TERMS HEREOF. THE OWNER HEREBY DEDICATES THE WASTEWATER FACILITIES WITHIN TRACT A TO THE CITY OF TAMPA.

OWNER:

FIFTH THIRD BANK, AN OHIO BANKING CORPORATION

ERIC AMMON
VICE PRESIDENT

WITNESS

(PRINT NAME)

WITNESS

(PRINT NAME)

ACKNOWLEDGEMENT:

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT WAS EXECUTED AND ACKNOWLEDGED BEFORE ME
THIS . . . DAY OF . . . 2010, BY . . . THE DULY AUTHORIZED
ERIC AMMON, VICE PRESIDENT OF FIFTH THIRD BANK, AN OHIO BANKING CORPORATION, ON BEHALF OF SAID
BANK AND HE/SHE IS PERSONALLY KNOWN TO ME.

NOTARY PUBLIC:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

(PRINT NAME)

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County

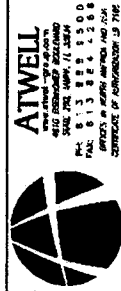


EXHIBIT A-1
PLAT OF WEST END TOWNHOMES PHASE I, BLOCK B-I

CERTIFIED COPY

P.B.

PC.

SHEET 1 OF 3

WEST END TOWN HOMES PHASE I, BLOCK B-1

BEING A REPLAT OF LOTS 1 THROUGH 5, BLOCK 6, AND THAT PORTION OF THE NORTH ½ OF THE 14' PLATTED ALLEY (VACATED PER O.R. BOOK 17095, PAGE 1476 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA) ADJACENT TO SAID LOTS 3, 4 AND 5 AND THAT PORTION OF THE 10' PLATTED ALLEY (VACATED PER O.R. BOOK 17095, PAGE 1476 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA) ADJACENT TO SAID LOTS 1 AND 2 OF THE REVISED PLAT OF WOODLAWN PARK, AS RECORDED IN PLAT BOOK 7, PAGE 6, LYING WITHIN SECTION 23, TOWN 29 SOUTH, RANGE 18 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA

CITY OF TAMPA

THIS PLAT IS HEREBY ACCEPTED AND APPROVED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA

CHAIRMAN

RESOLUTION NUMBER

DATE

DEPUTY CLERK

DATE

I HEREBY CERTIFY THAT THE MAYOR OF THE CITY OF TAMPA APPROVED THIS PLAT ON

CITY CLERK/DEPUTY CLERK

PLAT APPROVAL

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH FLORIDA STATUTES, SECTION 177.081 FOR CHAPTER CONFORMITY THE GEOMETRIC DATE HAS NOT BEEN VERIFIED.

RECEIVED BY

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, LICENSE #
DEPARTMENT OF PUBLIC WORKS, SURVEY SECTION, CITY OF TAMPA, FLORIDA

CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN FILED FOR RECORD THIS DAY OF
OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

2010, FILED IN PLAT

CLERK OF THE CIRCUIT COURT

TIME

DATE

DEPUTY CLERK

DATE

CLERK FILE NUMBER

PLAT NOTES:

1. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, BUT SHALL NOT INTERFERE WITH FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
2. SUBDIVISION PLATS BY NO MEANS REPRESENT A DETERMINATION OF WHETHER PROPERTIES WILL OR WILL NOT FLOOD. LAND WITHIN THE BOUNDARIES OF THIS PLAT MAY OR MAY NOT BE SUBJECT TO FLOODING. THE CITY OF TAMPA BUILDING DEPARTMENT HAS INFORMATION REGARDING FLOODING AND RESTRICTIONS ON DEVELOPMENT.
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CYPRESS STREET BASED ON HAMILTON ENGINEERING & SURVEYING, INC. DATED 10-5-06; SAID LINE BEARS S89°10'12"E (ASSUMED).
4. BASED ON A GRAPHIC DETERMINATION SUBJECT PROPERTY IS LOCATED IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER F.I.R.M. MAP NO. 12057C03SH, WITH A LAST REVISION DATE OF AUGUST 28, 2008.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS PLAT SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT IT COMPLIES WITH ALL OF THE SURVEYING REQUIREMENTS OF CHAPTER 177, PART I OF THE FLORIDA STATUTES, AND THAT THE P.R.M.'S (PERMANENT REFERENCE MONUMENTS) AS SHOWN HEREON HAVE BEEN SET AND THAT THE P.C.P.'S (PERMANENT CONTROL POINTS) AS SHOWN HEREON, AND ALL OTHER MONUMENTATION OF LOT CORNERS, POINTS OF INTERSECTION AND CHANGES OF DIRECTION OF LINES WITHIN THE SUBDIVISION AS REQUIRED BY SAID CHAPTER 177 WILL BE SET WITHIN THE TIME ALLOTTED IN 177.081 (8) (9) OF THE FLORIDA STATUTES.

JEFFREY L. KOHLER, PSM
FLORIDA REGISTERED SURVEYOR & MAPPER
REGISTRATION NO. 6201
ATWELL LB7106
4610 EISENHOWER BLVD.
SUITE 200
TAMPA, FL 33634

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County.

EXHIBIT A-1
PLAT OF WEST END TOWNHOMES PHASE I, BLOCK B-1

CERTIFIED COPY



P.B.

PC.

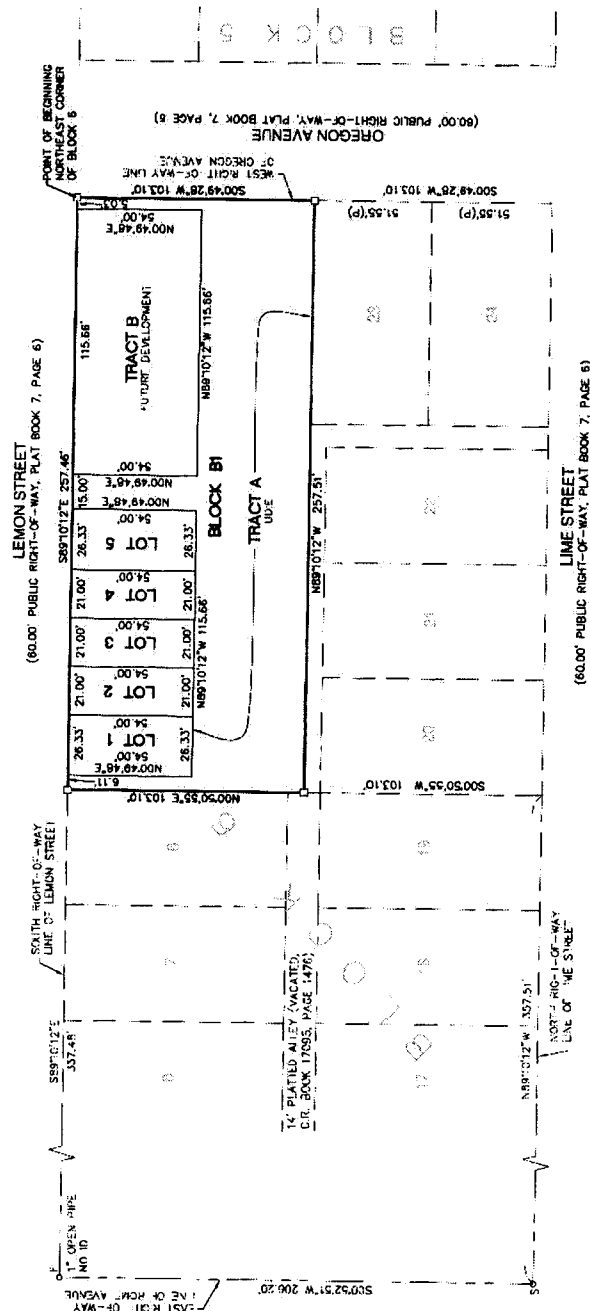
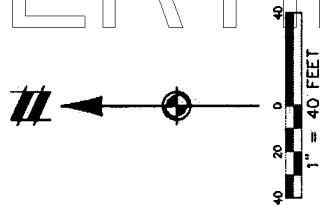
SHEET 2 OF 3

WEST END TOWN HOMES PHASE I, BLOCK B-1

BEING A REPLAT OF LOTS 1 THROUGH 5, BLOCK 6, AND THAT PORTION OF THE NORTH 1/2 OF THE 14' PLATTED ALLEY (VACATED PER O.R. BOOK 17095, PAGE 1476 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA) ADJACENT TO SAID LOTS 3, 4 AND 5 AND THAT PORTION OF THE 10' PLATTED ALLEY (VACATED PER O.R. BOOK 17095, PAGE 1476 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA) ADJACENT TO SAID LOTS 1 AND 2 OF THE REVISED PLAT OF WOODLAWN PARK, AS RECORDED IN PLAT BOOK 7, PAGE 6, LYING WITHIN SECTION 23, TOWN 29 SOUTH, RANGE 18 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA

LYING WITHIN SECTION 23, TOWN 29 SOUTH, RANGE 18 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA

P.B. PC.
SHEET 3 OF 3



LEGEND:

LB	Licensed Business
D	Permanent Reference Monument (PRM) Set 4" X 4" Concrete Monument T-17105
O.R. BOOK	Official Record Book
UVE	Utility, Private Drainage Ingress/Egress Easement
OF	Found monument, size and type note
OS	Set 5/8" Capped Iron Rod, L9 7106
ID	Identification



NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County.

THIS IS NOT A
EXHIBIT B
CERTIFIED COPY
**ARTICLES OF INCORPORATION
OF**

**WEST END TOWN HOMES
PROPERTY OWNERS ASSOCIATION, INC.**

The undersigned incorporator, a resident of the State of Florida and of full age, hereby makes, subscribes, acknowledges and files with the Department of the State of Florida these Articles of Incorporation for the purpose of forming a corporation not for profit under the laws of the State of Florida.

**ARTICLE I
NAME**

Section 1. The name of this corporation is WEST END TOWN HOMES PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit (the "Association").

**ARTICLE II
OFFICE AND REGISTERED AGENT**

Section 1. The Association's registered office is _____. The Association's registered agent is _____, who maintains a business office at _____. Both this Association's registered office and registered agent may be changed from time to time by the Board of Directors as provided by law.

**ARTICLE III
PURPOSE**

Section 1. This Association does not contemplate pecuniary gain or profit to its members and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of all common areas and residential lots within that certain tract of property (hereinafter called the "Property") in Hillsborough County, Florida, legally described as follows:

REAL PROPERTY LEGALLY DESCRIBED IN
EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**ARTICLE IV
POWERS**

Section 1. Without limitation this Association is empowered to:

(a) Declaration. Exercise all rights, powers, privileges, and perform all duties, of this Association set forth in that certain Declaration of Covenants, Conditions, Restrictions and

THIS IS NOT A

Easements for WEST END TOWN HOMES PHASE I (hereinafter called the "Declaration") applicable to the Property and recorded or to be recorded in Hillsborough County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in full;

(b) Property. In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, repair, replace, operate, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs;

(c) Assessments. Fix, levy, collect, and enforce by any lawful means all charges or assessments established by, or pursuant to, the Declaration; and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder;

(d) Costs. Pay all costs, expenses, and obligations lawfully incurred in connection with this Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against this Association's property;

(e) Borrowing. Borrow money and, with the approval of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations;

(f) Dedications. With the approval of three-fourths (3/4) of each class of members, dedicate, sell or transfer all or any part of its property to any public agency, authority, or utility for such purposes, and subject to such conditions, as three-fourths (3/4) of each class of members determine, as provided in the Declaration;

(g) Mergers. With the approval of two-thirds (2/3) of each class of members, participate in mergers and consolidations with other non-profit corporations organized for similar purposes;

(h) Rules. From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and Common Property (as those terms are defined in the Declaration) consistent with the rights and duties established by the Declaration and these Articles;

(i) Levy/Collect Assessments. To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Surface Water Management System Facilities (as defined in the Declaration), including but not limited to, work within retention areas, drainage structures, and drainage easements;

(j) Operate/Maintain. To operate, maintain, and manage the Common Areas (as defined in the Declaration), and improvements thereto as outlined in the Declaration, the conservation areas and the Surface Water Management System Facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas, and related appurtenances, in a manner consistent with the Southwest Florida Water Management District (the "District") permit requirements and applicable District rules, and assist in the enforcement of the restrictions and covenants contained therein;

THIS IS NOT A

(k) General. Have and exercise all common law rights, powers, and privileges and those that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration or these Articles, or reasonably necessary to effectuate the exercise of any right, power, or privilege so granted;

(l) Enforcement. To enforce by legal means the obligations of the members of this Association and the provisions of the Declaration;

(m) Litigation. To sue or be sued; provided, however, that this Association's right to sue any third party may be limited pursuant to the terms of the Declaration;

(n) Contract for Maintenance of Surface Water Management System Facilities. Contract for services to provide for operation and maintenance of the Surface Water Management System Facilities if the Association contemplates employing a maintenance company therefor; and

(o) Other. Engage in all lawful acts permitted or authorized by Section 617.0302, Fla. Stat.

ARTICLE V **MEMBERSHIP**

Section 1. Every person who from time to time holds the record fee simple title to, or any undivided fee simple interest in, any Lot (as defined in the Declaration) that is subject to the provisions of the Declaration is a member of this Association, including contract sellers, but excluding all other persons who hold any interest in any Lot merely as security for the performance of an obligation. An Owner (as defined in the Declaration) of more than one Lot is entitled to one membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot that is subject to the provisions of the Declaration, and membership may not be transferred other than by transfer of title to such Lot. Each membership is transferred automatically by record conveyance or other transfer of title of a Lot.

ARTICLE VI **VOTING RIGHTS**

Section 1. This Association shall have two classes of voting membership:

(a) Class "A" Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership under Article V hereof; provided, however, there shall be only one (1) vote per Lot. In any situation where a person is entitled personally to exercise the vote for his Lot and more than one (1) person holds the interest in such Lot required for membership, the vote for such Lot shall be exercised as those persons determine among themselves and advise the Secretary of this Association in writing prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) person seeks to exercise it.

THIS IS NOT A

(b) The Class "B" Member shall be the Declarant (as defined in the Declaration). The Class "B" Member shall have three (3) votes for each Lot that it owns until the end of the Class "B" Control Period, as hereafter defined. Thereafter, the Class "B" Member shall have one (1) vote for each Lot which it owns. Other rights of the Class "B" Member, including the right to approve actions taken under the Declaration and this Association's By-Laws, are specified in the Declaration and the By-Laws.

Section 2. The Class "B" Member shall be entitled to appoint a majority of the members of the Board of Directors of this Association during the Class "B" Control Period, as hereafter defined; provided, however, in the event the Class "B" Member fails to exercise this power within sixty (60) days after a vacancy occurs on the Board for which the Class "B" Member would be entitled to appoint a successor, the Class "B" Member shall be deemed to have waived its right to appoint such a successor. In such case, the voting members representing the Class "A" Members may act to call a special meeting of this Association (in accordance with Article III of the By-Laws) for the purpose of electing a successor to serve the remainder of the unexpired term of the vacating director. Thereafter, the voting members representing the Class "A" Members shall be entitled to elect a successor to the director who filled the vacancy in accordance with the By-Laws in addition to those directors the voting members may be entitled to elect under Article IV of the By-Laws.

Section 3. The Class "B" Control Period shall commence with the execution and recordation in the Public Records of Hillsborough County, Florida of the Declaration by Declarant and expire upon the first to occur of the following:

(a) Three calendar months after ninety (90%) percent of the Lots in all phases of the Property that will ultimately be operated by the Association have been conveyed to Owners other than the Declarant, any builders, contractors or other parties who purchased a Lot for the purpose of constructing improvements thereon for resale;

(b) when, in its discretion, the Class "B" Member so determines.

ARTICLE VII

BOARD OF DIRECTORS

Section 1. This Association's affairs are managed by a Board of Directors initially composed of three Directors. The number of Directors from time to time may be changed by amendment to this Association's By-Laws, but at all times it must be either three (3) members or five (5) members. The initial Directors named below shall serve until this Association's first annual meeting. The term of office for all Directors is one year. Before any such annual meeting occurring after the Class "B" Control Period expires, all vacancies occurring on the Board of Directors, if any, will be filled by majority vote of the remaining Directors, even if less than a quorum. Any Director may succeed himself or herself in office. All Directors will be elected by secret written ballot. Each member may vote for each vacancy; however, cumulative voting is not permitted. Directors need not be Association members until after expiration of the Class "B" Control Period.

Section 2. The names and addresses of the persons who will serve as Directors until their successors have been duly elected and qualify, unless they sooner die, resign, or are removed, are:

THIS IS NOT A
CERTIFIED COPY

Names: _____

PRESIDENT/DIRECTOR

VICE PRESIDENT/DIRECTOR

SECRETARY/TREASURER/DIRECTOR

Address: _____

ARTICLE VIII **INCORPORATOR**

Section 1. The name and residence of the incorporator is:

Name: _____

Address: _____

ARTICLE IX **DISSOLUTION**

Section 1. This Association may be dissolved in the manner from time to time provided by the laws of the State of Florida and with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of this Association in any manner other than incident to a merger or consolidation, all of this Association's assets must be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. If dedication is refused, such assets must be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes. In no event, however, may any assets inure to the benefit of any member or other private individual.

Section 2. In the event, of termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water Management System Facilities must be transferred to and accepted by an entity which would comply with Section 40, Fla.Adm.Code, and be approved by the Southwest Florida Water Management District prior to such termination, dissolution or liquidation; however, if the Association is dissolved in accordance with Article IX above, the control or right of access to the property containing the Surface Water Management System Facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the Association.

ARTICLE X **DURATION**

Section 1. This Association exists perpetually until dissolved.

THIS IS NOT A CERTIFIED COPY

ARTICLE XI BY-LAWS

Section 1. This Association's By-Laws initially will, be adopted by the Board of Directors. Thereafter, the By-Laws may be altered amended, or rescinded with the approval of the Board of Directors in accordance with the By-Laws, except as to those provisions for amendment to the By-Laws which are provided in the Declaration or any future supplemental declaration in which case those provisions shall control such amendment.

ARTICLE XII AMENDMENTS

Section 1. Amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, provided that, after the expiration of the Class "B" control Period, each such amendment must have the approval in writing of at least two-thirds (2/3) of the Owners, excluding Declarant. No amendment to this charter pursuant to this section shall extinguish the duty of the Association to maintain all Common Areas and improvements thereon as provided herein.

ARTICLE XIII INTERPRETATION

Section 1. Express reference is made to the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. Without limitation, all terms defined in the Declaration have the same meaning where used in these Articles. By subscribing and filing these Articles, the incorporator intends for, its provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, and applied with those of the Declaration to avoid inconsistencies or conflicting results. In the case of any conflict between these Articles and the By-Laws, these Articles shall control, and in the case of any conflict between the Declaration and these Articles, the Declaration shall control.

ARTICLE XIV INDEMNIFICATION

Section 1. The Association shall indemnify any individual who was or is a party to any proceeding (other than an action by, or in the right of, the Association), by reason of the fact that such individual is or was a director, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against liability incurred in connection with such proceedings, including any appeal thereof, to the full extent as authorized by law, said indemnity to include but not be limited to expenses and amounts paid in settlement, expenses of liabilities incurred as a result of such individual serving as a director, officer,

THIS IS NOT A

employee or agent as hereinabove provided, or as otherwise contemplated and included within applicable law. Indemnification and advancement of expenses as provided herein shall continue as to an individual who has ceased to be a director, officer, employee or agent, and shall enure to the benefit of the heirs, executors and administrators of such an individual, and any amendment or changes to this indemnification provision shall be prospective only and as to individuals who shall serve as a director, officer, employee or agent after the effective date of such amendment, and such amendment shall not otherwise affect the rights of indemnification for any individual who has theretofore served as a director, officer, employee or agent.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation, this ____ day of _____, 2010.

NAME: _____

“INCORPORATOR”

STATE OF FLORIDA

COUNTY OF _____

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____, to me personally known or who has produced _____ as identification, and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal at _____, said County and State, this ____ day of _____, 2010.

Notary Public

Print Name: _____

My Commission Expires: _____

THIS IS NOT A

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA AND NAMING THE
REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED**

WEST END TOWN HOMES PROPERTY OWNERS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida as a corporation not for profit, with its principal office, as indicated in its Articles of Incorporation, at _____, has named _____, whose business office is _____, as its registered agent to accept service of process within Florida.

ACCEPTANCE

Having been named to accept service of process for the foregoing corporation at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes, including the duties and obligations imposed by Section 617.0503, Fla. Stat., relative to the proper and complete performance of my duties.

Date: _____, 2010

THIS IS NOT A CERTIFIED COPY

EXHIBIT C
BY-LAWS
OF
WEST END TOWN HOMES
PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is **WEST END TOWN HOMES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation**, hereinafter referred to as the "**Association**". The principal office of the corporation shall be located at: _____, or such other place as is designated by the Board of Directors, but meetings of Members and directors may be held at such places within the county where the property is situated, or as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

The definitions as set out in the Declaration of Covenants, Conditions Restrictions, and Easements of WEST END TOWN HOMES PHASE I ("**Declaration**") are hereby incorporated by reference.

ARTICLE III
MEETING OF MEMBERS

Section 1. **Annual Meetings**. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the third Tuesday of the month of October of each year thereafter, at such time as the Board of Directors shall determine. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

Section 2. **Special Meetings**. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-half (1/2) of all of the votes of the Class A membership and Class B membership in the Association.

Section 3. **Notice of Meetings**. Unless otherwise specified in the Declaration, written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Written notice shall likewise be given to the Declarant or the Declarant's assigns, for a period of five (5) years

THIS IS NOT A

following termination of the Class B Control Period, and the Declarant or the Declarant's representatives shall be entitled to attend any and all meetings of the Members.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of limited or general proxies entitled to cast, ten percent (10%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or, be represented. Unless otherwise provided in these By-Laws, the Articles of Incorporation or the Declaration, decisions shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

Section 5. Proxies. At all meetings of members, each member may vote in person or by limited proxy. All proxies shall be in writing and filed with the secretary of the Association. Every proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. A proxy is not valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the Member who executes it. Limited proxies may also be used for votes taken to amend the Declaration, Articles of Incorporation or By-Laws or for any matter that requires or permits a vote of the Members.

ARTICLE IV **BOARD OF DIRECTORS; TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by an initial Board of three (3) directors. Thereafter the Board of Directors shall consist of either three (3) members or five (5) members, as may be determined by the Board of Directors.

Section 2. Term of Office. The term of office for all directors is one year. The initial directors of the Association set forth in the Articles of Incorporation shall hold office until the Association's first annual meeting. Thereafter, election of directors shall take place at each annual meeting.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, their successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of their predecessor.

Section 4. Compensation. No director shall receive compensation for, any service he or she may render to the Association; provided, however, that the foregoing shall not prohibit a director or business entity in which a director is financially interested from being employed by the Association and receiving compensation for services rendered. However, any director may be reimbursed for their actual expenses incurred in the performance of their duties.

THIS IS NOT A
CERTIFIED COPY

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Except for the initial Board of Directors, which shall be appointed pursuant to the Articles of Incorporation of the Association, nomination for election to the Board of Directors shall be made by a nominating committee (the "Nominating Committee"). Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number, of vacancies that are to be filled. Such nominations may be made from among Members only.

Section 2. Election. Election to the Board of Directors shall be by written ballot. At such election the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Use of Proxy. For election of members of the Board of Directors, Members shall vote by written proxy or in person at a meeting of the members by a ballot that the Member personally casts.

Section 4. Dispute Resolution. Any election dispute between a member and the Association must be submitted to mandatory binding arbitration in accordance with Chapter 720, Florida Statutes.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Meetings. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and rights to use of the Common Areas of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association or to the extent required by law, appoint committees to give notice and hold hearings to fine or suspend. Such rights may also be suspended after notice and hearing for infractions of promulgated rules and regulations of the Association;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration, including the power to adopt annual budgets as set forth therein;

THIS IS NOT A

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) to the extent funded under an approved budget, employ a manager, an independent contractor, or such other employees as they deem necessary, including any such person who is also a member of the Board or is financially interested in a company employed or contracted for in such capacity, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Association, by and through its Board of Directors, to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-half (1/2) of the Class A Members who are entitled to vote, at least ten (10) days prior to the meeting or special meeting; all such records to be retained for at least seven (7) years;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same; and

(4) collect at first closing of the sale on each Lot the balance of the assessment owing for the remaining portion of the year.

(d) issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. Reasonable charges may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate;

THIS IS NOT A

(g) cause the Common Area to be maintained; and

(h) establish prior to the beginning of the fiscal year and prior to setting the assessments of the coming year, an annual budget for the Association, including maintenance of the Common Area, and the established reserve accounts for replacement of those parts of the common elements which have a limited useful life span. Any accrued surplus at fiscal year end may be allocated or, committed to reserve accounts and may not be used or carried forward for operating or other expenses of the Association. After the funds have been allocated to reserve accounts they shall be expended only for specific matters for which those funds are reserved, absent 80% approval of the entire Association membership, except that the Board of Directors may utilize such funds to enforce matters: (1) relating to assessments or collection of assessments; or (2) enforcement of the rules and regulations of the Association.

Section 3. Meetings. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board are open to all Members, except for, meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Unless otherwise specified in the Declaration, (i) notices of all Board meetings must be posted in a conspicuous place on the Property at least 48 hours in advance of a meeting, except in an emergency; (ii) in the alternative, if notice is not posted in a conspicuous place on the Property, notice of each Board meeting must be mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency; (iii) an assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will, be considered and the nature of the assessments; and (iv) notwithstanding the foregoing, written notice of any meeting of the Board at which special assessments will be considered or at which amendments to rules regarding parcel use will be considered must be mailed, delivered, or electronically transmitted to the members and posted conspicuously on the property or broadcast on closed-circuit cable television not less than fourteen (14) days before the meeting. Written notice shall likewise be given to the Declarant or the Declarant's assigns, of any meetings of the Board of Directors, for a period of five (5) years following termination of the Class B Control Period, and the Declarant or the Declarant's representatives shall be entitled to attend any and all meetings of the Board of Directors.

Directors may not vote by proxy or by written ballot at Board Meetings, except that written ballots may be used in the election of officers for the Board of Directors.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, or a combination of secretary/treasurer and such other officers as the Board may from time to time by resolution create.

THIS IS NOT A

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors immediately following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later, time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer they replaced.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall sign all checks and promissory notes.

VICE-PRESIDENT

(b) The vice-president shall act in the place and stead of the president in the event of their absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of them by the Board.

SECRETARY

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

THIS IS NOT A

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; may cause an annual audit or review of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare or have prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members or as specified by current State of Florida Statute(s).

ARTICLE VIII **COMMITTEES**

The Association shall appoint an Architectural Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE IX **BOOKS AND RECORDS**

Section 1. The official books, records and papers of the Association, as defined by current State of Florida Statute(s), and unless not accessible according to current State of Florida Statute(s), shall at all times during reasonable business hours with prior scheduled appointment requested in writing by the member, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association with prior scheduled appointment requested in writing. Copies may be purchased by any member at reasonable cost.

Section 2. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and shall be available for inspection by Members, or their authorized representatives, and Board members at reasonable times subsequent to transfer of control of the Association to owners other than the Declarant with prior scheduled appointment, requested in writing, the Association shall retain these minutes for at least seven (7) years.

Section 3. The Association shall maintain each of the following items, when applicable, which shall constitute the official records of the Association:

- (a) A copy of the plans, specifications, permits, and warranties for the improvements to the Common Area, but not including the construction drawings of the Units and/or Buildings.
- (b) A copy of the By-Laws of this Association and of each amendment to the By-Laws.
- (c) A copy of the Articles of Incorporation of the Association, or other documents creating the Association, and of each amendment thereto.
- (d) A copy of the Declaration and each amendment thereto.

THIS IS NOT A

(e) A copy of the current rules and regulations of the Association if any other than the Declaration.

(f) The minutes of all meetings of the Association, of the Board of Directors and of Members, which minutes shall be retained for at least seven (7) years.

(g) A current roster of all Members and their mailing addresses and Lot identifications.

(h) All current insurance policies of the Association or a copy thereof, which policies must be retained for at least seven (7) years.

(i) A current copy of all contracts to which the Association is a party, including any management agreement, lease, or other contract to which the Association is a party or under which the Association has an obligation or responsibility. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year.

(j) Accounting records for the Association and separate accounting records for each Parcel, according to generally accepted accounting principles, all accounting records shall be maintained for at least seven (7) years. The accounting records shall be open to inspection by Members or their authorized representative at reasonable times with a prior scheduled appointment requested in writing by the member. The accounting records shall include, but are not limited to:

(1) Accurate, itemized, and detailed records of all receipt and expenditures.

(2) A current account and a periodic statement of the account for each member of the Association, designating the name of the member, the due date and amount of each assessment, the amount paid upon the account, and the balance due.

(3) All tax returns, financial statements, and financial reports of the Association.

(4) Any other records that identify, measure, record, or communicate financial information.

(k) A copy of the disclosure summary described in section 720.401(1), Florida Statutes.

(l) All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association.

ARTICLE X

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association all assessments set forth in the Declaration. All such assessments will be secured by a continuing lien upon the property against which the assessment is made. Any assessments that

THIS IS NOT A

are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest at 18% or such other rate implied by the Board of Directors, subject to all applicable laws, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment; provided, however, in no event shall this interest rate exceed the maximum by law. 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/her Lot or Unit or any dispute with the Association.

ARTICLE XI **CORPORATE SEAL**

The Association may have a seal in circular form having within its circumference the words: WEST END TOWN HOMES PROPERTY OWNERS ASSOCIATION, INC., and within the center the word "Florida".

ARTICLE XII **AMENDMENTS**

Section 1. These By-Laws may only be amended at a regular or special meeting of the Board of Directors, by a majority vote of the Board of Directors unless otherwise provided in the Declaration.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control; and in the case of any conflict between the Declaration and the By-Laws, the Declaration shall control.

ARTICLE XII **BUDGETING; FINANCIAL REPORTING**

The Association shall budget in accordance with section 720.303(6), Florida Statutes, and prepare annual financial reports in accordance with section 720.303(7), Florida Statutes.

ARTICLE XIII **MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

THIS IS NOT A
[SIGNATURE PAGE TO BY-LAWS]
CERTIFIED COPY

ADOPTED pursuant to official recording in the County of Hillsborough, State of Florida this
____ day of _____, 2010.

BOARD OF DIRECTORS:

