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Tampa, Florida 33614

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OFFICE
JAMES T. TAYLOR, JR.
CLERK OF THE COURT
HILLSBOROUGH CO.
REC'D

DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS OF
SUTTON PLACE

THIS INSTRUMENT, effective the date on which it is recorded, is the "Declaration of Easements, Covenants, Conditions and Restrictions" for SUTTON PLACE, hereinafter sometimes referred to as the "development," and is made by CARROLLWOOD OAKS, INC., a Florida corporation, located at 7821 N. Dale Mabry, Suite 200, Tampa, Hillsborough County, Florida 33614, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, Developer is the owner of certain property located in Hillsborough County, Florida which is more particularly described in Exhibit A, attached hereto and made a part hereof, and which is hereinafter referred to as the "property."

NOW THEREFORE, Developer hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with the described real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS AND CONSTRUCTION

Definitions

1.01. Unless the context otherwise expressly requires, the following terms mean as follows wherever used in this Declaration:

Association

a. "Association" means SUTTON PLACE HOMEOWNERS ASSOCIATION, INC., a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

Board or Board of Directors

b. "Board" or "Board of Directors" means the Association's Board of

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Directors.

Common Area, Elements and Facilities

c. "Common areas," "common elements" or "common facilities" means all property, from time to time owned by the Association for the common use or enjoyment of all owners. The common area initially consists of the lands designated as "Tract A" on the Plat of SUTTON PLACE, together with all improvements, fixtures and tangible personal property now or hereafter situated thereon and together with the benefit of any and all appurtenant easements. The common area shall also include easements under each lot for the benefit of each respective lot owner serviced by said easements, for all conduits, pipes, ducts, plumbing, wiring and all other facilities necessary for the furnishing of utility services to lots, which easements shall be maintained exclusively by the Association.

Developer

d. "Developer" means CARROLLWOOD OAKS, INC., a Florida corporation, and all other persons or entities who acquire an interest in all or any portion of the properties by, through or under CARROLLWOOD OAKS, INC. for the purpose of development as attached single family residences.

Documentation

e. "Documentation" means the legal documentation for SUTTON PLACE, and consists of this Declaration, all Amended or Supplemental Declarations, the Association's Articles of Incorporation, the Association's Bylaws, and all amendments to any of the foregoing now or hereafter made. Unless the context expressly requires otherwise, the following terms mean as follows wherever used in any of the foregoing, in any corporate resolutions and other instruments of the Association, and in any deeds, mortgages, assignments and other instruments relating to all or any portion of the properties.

(1) "Declaration" means this Declaration and all applicable Amended or Supplemental Declarations as may hereafter exist and as are from time to time amended.

(2) "Articles" means the Articles of Incorporation of the Association, and its successors, as from time to time amended.

(3) "Bylaws" means the Bylaws of the Association, and its successors, as from time to time amended.

(4) "Rules and Regulations" means those rules or regulations duly promulgated by the Developer or the Association for the use and benefit of the development, each individual lot owner and the Association, as from time to time amended.

"Eligible" Holder, Insurer or Guarantor

f. For purposes of this Declaration an "eligible" holder, insurer or guarantor means a holder, insurer or guarantor of a first (1st) mortgage on a lot who has requested notice in writing to the Association of any

matter, which notice shall state the name and address of such holder, insurer or guarantor and the lot number involved. Included hereunder are the Federal National Mortgage Association (FNMA), the Government National Mortgage Association (GNMA), the Federal Home Loan Mortgage Corporation (FHLMC), FHA, VA, and any first (1st) mortgagee as defined in this Article.

FHA

g. "FHA" means the Federal Housing Administration of the Department of Housing and Urban Development of the United States of America and its successors.

Law

h. "Law" includes, without limitation, any statute, ordinance, rule, regulation or order validly created, promulgated or adopted by the United States, or any agency, officer or instrumentality thereof, or by the State of Florida, or any agency, officer, municipality or political subdivision thereof, or by any officer, agency or instrumentality of such municipality or subdivision, and from time to time applicable to the property or to any and all activities thereon.

Lot, Unit or Parcel

i. "Lot", "unit", "parcel" or words of similar purport mean any plot of ground shown on any recorded subdivision plat of the properties, other than the common area which is or shall be designated as "Tract A" on the plat and streets or other areas whether or not dedicated to public use, and generally includes all improvements thereon. "Unit estate," "owner's lot" or words of similar purport consists of the components of ownership held by the owner of an individual lot, unit or parcel in the development; the same generally consists of an improved residential lot (the unit), a non-exclusive easement to use the common areas and, if applicable, an exclusive easement to use some part of the common or limited common areas.

Mortgage and First Mortgage

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

Mortgagee

k. "Mortgagee" means any person named as the obligee under any mortgage, or the successor in interest to such person.

Owner

l. "Owner" means the record owner, whether one or more persons, of the fee simple title to any lot, including contract sellers, but excluding any other person holding such fee simple title merely as security for the performance of an obligation.

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Person

m. "Person" means any natural person or artificial legal entity, unless the context otherwise expressly requires.

Platted Lands

n. "Platted lands" means all of SUTTON PLACE, a planned unit development or subdivision.

Property

o. "Property" or "properties" means all of the platted lands, hereinabove described, and such portions of any unplatted lands to which this Declaration may be extended from time to time; such terms are, when used collectively, generally synonymous with the term "development."

Recorded

p. "Recorded" means filed for record in the Public Records of Hillsborough County, Florida.

Section or Block

q. "Section" or "block" means, with respect to the platted lands, each portion of the property subjected to the provisions of any Amended or Supplemental Declaration, but excluding the common area.

Supplemental or Amended Declaration

r. A "Supplemental Declaration" or "Amended Declaration" means any Declaration hereafter recorded for the purpose of supplementing or amending this Declaration or extending the provisions of this Declaration to all or any portion of any properties not herein expressly described.

Unplatted Lands

s. "Unplatted lands" means those lands situated in Hillsborough County, Florida not herein expressly described.

The Work

t. The "work" means the initial development of all or any portion of the properties as a residential community, by Developer's construction and installation of streets, buildings and other improvements, and the sale or leasing thereof by Developer.

VA

u. "VA" means the Veterans Administration of the United States of America and its successors.

Construction and Interpretation

1.02. Unless the context expressly requires otherwise, the use of the

singular or plural tense shall include the other, the use of one gender includes all genders, and the use of the term "including" or "include" is without limitation. Wherever any time period in this Declaration, the Articles or the Bylaws is measured in days, "days" means consecutive calendar days, and if such time period expires on a Saturday, Sunday, or legal holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday, or legal holiday. Unless the context expressly requires otherwise, the terms "common area," "common elements," "lot," "unit," "parcel," "platted lands," "properties" and "unplatted lands" shall include any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability and desirability of the property as a residential community by providing a common plan for the development and enjoyment thereof. The headings used in this Declaration, or any other document described in this Article, are for indexing purposes only and are not to be used to interpret, construe or apply its substantive provisions.

ARTICLE II

PROPERTY RIGHTS

Owners' Easements of Enjoyment

2.01. Every owner has a non-exclusive right and easement of enjoyment in and to the common area, that is appurtenant to and shall pass with the title to every lot, subject to the following:

Fees and Assessments

a. The Association's right to make assessments with respect to the properties and to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area.

Suspension and Fines

b. The Association's right to suspend the voting rights of any owner for any period during which any assessment against such owner's lot remains unpaid, to suspend such owner's right to use any recreational facility owned or controlled by the Association for the same period, and to fine any owner or suspend his right to the use of any recreational facility for a period not to exceed sixty (60) days for any infraction of the Association's rules and regulations.

Dedication

c. The Association's right to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by its members. Such dedication or transfer shall require the consent and approval of eligible first mortgage holders representing at least fifty-one percent (51%) of the votes of unit estates that are subject to mortgages held by eligible holders, and be executed by at least sixty-seven percent

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(67%) of each class of members with the formalities from time to time required for a deed under the laws of the State of Florida.

Rules and Regulations

d. The Association's right to adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the common area, as hereafter provided.

Parking Rights

e. Each individual owner's right to the exclusive use of parking spaces.

Conveyance of Common Area to Association

2.02. The Developer shall convey the common area to the Association simultaneously with the conveyance of the first lot to an owner.

Delegation of Use

2.03. Any owner may delegate his right of enjoyment and other rights in the common area to:

- a. All family or household members of such owner.
- b. Such owner's tenants or contract purchasers.
- c. All family or household members of such tenants or purchasers, provided the foregoing actually reside upon such owner's lot.

Any delegation to or any of the foregoing or their invitees is subject to the Association's rules and regulations.

Right of Access

2.04. Each owner of any lot that otherwise lacks legal access to a dedicated public street has an easement for pedestrian and vehicular ingress and egress over, across and through the common area. Such easement is exclusive as to any driveway situated in whole or in part upon the common area and servicing such owner's lot exclusively, but it otherwise is non-exclusive. The extent of such easement is that reasonably necessary to provide convenient access to and from such owner's lot. Notwithstanding the foregoing, the rights herein granted and the right to use the area designated on the Plat as Tract A, is subject to the rights of parking which accrue to each lot owner as defined in this Article II and which are assigned by the Association, and is limited to those paved portions of the common area improved for such use by Developer as part of the work or thereafter so improved by the Association.

Rights of Use

2.05. The Association additionally may assign to any lot or lots an exclusive right of use for any postal, refuse storage and collection, and other facilities from time to time maintained by the Association upon the

common area, for the use of any or all owners severally. If any such facility is not available for use by all owners, then all costs of installing, maintaining, repairing, servicing and replacing the same shall be assessed against the lots granted such exclusive right of use as provided in Article V. of this Declaration.

Reciprocal Easement

2.06. There are reciprocal appurtenant easements between each lot and such portion or portions of the common area adjacent thereto, and between adjacent lots, for the maintenance, repair and reconstruction of any party wall or walls, as provided in Article VII of this Declaration; for lateral and subjacent support; for overhanging roofs, eaves and trees, if any, installed by Developer as part of the work, and for replacements thereof; for encroachments caused by the unwillful placement, settling or shifting of any improvements constructed, reconstructed or altered thereon in accordance with the provisions of this Declaration; and for the drainage of ground and surface waters in the manner established by Developer as part of the work. 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 subjacent support and overhangs is that reasonably necessary to effectuate their respective purposes, and such 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. There is no easement for overhangs or encroachments caused by willful or intentional misconduct by any owner, tenant or the Association.

Lot and Common Area Encroachments

2.07. If any portion of the common area by virtue of the work performed by Developer 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 Developer encroaches upon the common area 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 on the common area or on the lots for the purposes of marketability of title. In the event a building on the common area 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 area, 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.

All Rights and Easement Appurtenances

2.08. The benefit of all rights and easements granted by this Article, or by any Amended or Supplemental Declaration, constitute a permanent appurtenance to, and shall pass with, the title to every lot enjoying such benefit. The benefit of such rights and easements over, across and through the common area may be subdivided among not more than seventy (70) lots, including Tract A. Whenever any such right or easement is described as non-exclusive by this Article, or by any Amended or

Supplemental Declaration, its benefit nevertheless is exclusive to all lots granted such benefit by this Article, or by such Amended or Supplemental Declaration, unless this Article, or such Amended or Supplemental Declaration expressly grants such benefit to additional persons. In no event shall the benefit of any such easement extend to the general public.

Dedication of Utility Easements

2.09. Developer hereby dedicates those portions of the common area where utility facilities may be installed for use by all utilities including water, sewer, electricity, telephone and cable television for the construction and maintenance of their respective facilities servicing the properties; and Developer hereby grants to such utilities, jointly and severally, easements for such purpose. The location and extent of such easements is as shown on any recorded subdivision plat of the properties or other recorded instrument defining the same. In the absence of such express designation, such easements shall be located and extend seven and one-half (7 1/2) feet on either side of the center line of each facility respectively installed by each utility or the Developer within the common area, as part of the work prior to the conveyance by the Developer of such portion of the common area to the Association; however, no portion of the common area occupied by any building installed by Developer as part of the work is included within any easement area. Subsequent to Developer's conveyance, additional easements may be granted by the Association for utility purposes only as provided in this Declaration. In the event any governmental authority or any utility fails to repair any damage to the common area caused by the installation or repair of its facilities, then the Association shall make such repairs and the Association shall not have any claim against such governmental authority or utility by reason thereof.

Common Area Easements

2.09. The common area as provided in this Declaration is defined to include easements under each lot for the benefit of each respective lot owner serviced by said easements for all conduits, pipes, ducts, plumbing, wiring and all other facilities necessary for the furnishing of utility services to lots, which easements shall be maintained exclusively by the Association.

Drainage Easements

2.10. Easements for drainage are hereby granted to the Association, as private easements, subject to being dedicated to the public as may be delineated on the recorded subdivision plat. The use of such easements is limited strictly to drainage and utility purposes or both. No rights are granted to the general public with respect to any body of water, natural or artificial, from time to time existing within such easement areas, as all riparian rights in and to such bodies of water are hereby reserved exclusively for the private benefit of the Association and the persons entitled to make such use under the applicable provisions of this Declaration of Easements, Covenants, Conditions and Restrictions.

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Antennas

2.11. No commercial or noncommercial television, radio or communication masts, towers, poles, antennas, aerials or appurtenances, whether for the purpose of public or private transmission or reception of communications or broadcasts, shall be erected, constructed, maintained or allowed to remain on any lot in such a manner as to be visible from the exterior of such lot; however, with the approval of the Developer or the Association, a master television and radio antenna or cable system may be installed on the common area if its use is made available to all lots and their owners.

Use of Lots

2.12. Each lot shall be conveyed as a separately designated and legally described freehold estate, subject to the terms, conditions and provisions of this Declaration, and the following general covenants and use restrictions:

Land Use and Building Type

a. No lot shall be used except for residential purposes, and no building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family townhouse dwelling not to exceed two stories in height. At no time shall any unit or townhouse be occupied by more than one (1) family whose members are lawfully related by blood or marriage.

Nuisances

b. 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 neighborhood.

Temporary Structures

c. No structure of a temporary character, or trailer, tent, mobile home, boat or recreational vehicle shall be permitted on any lot at any time or used on any lot at any time as a residence, either temporarily or permanently, except as permitted in this Article II. No gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any residential structures built on this property or any ancillary buildings, and all gas tanks, gas containers and gas cylinders shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative wall approved by the Architectural Control Committee referred to in Article VI of this Declaration.

Damage to Buildings

d. In the event a dwelling unit is damaged, through Act of God or other casualty, the owner of the lot upon which the dwelling is located shall promptly cause his dwelling unit to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the Association to enforce this

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provision so that each lot owner complies with this responsibility to repair and rebuild. To accomplish the requirements of this section, each owner shall insure his dwelling unit at the highest insurable value.

Commercial Trucks, Trailers, Campers and Boats

e. No trucks in excess of three-quarter (3/4) ton and no commercial vehicles, including vans used for commercial purposes, campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of any other description shall be permitted to be parked or to be stored at any place on any lot in this property, except only during the periods of approved construction on said lot and except that they may be stored within garages, behind patio walls or in areas designated by the Association, if any, if not visible from the streets or roadways, or from other lots or parcels. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services. Non-commercial vans used for personal purposes shall not be prohibited.

Fences

f. No fence, wall or other structure shall be erected in the front yard, back yard or side yard setback areas, except those originally installed by Developer or its assignee, unless it is approved prior to construction by the Architectural Control Committee.

Garbage and Trash Disposal

g. No garbage, refuse, trash or rubbish shall be deposited on any lot except in areas designated for such purpose; provided, however, that the requirements from time to time of Hillsborough County or any other governmental authority for disposal or collection of same shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

Drying Areas

h. No clothing, laundry or wash shall be aired or dried on any portion of any lot or roadway. Drying areas will be permitted only in locations approved by the Architectural Control Committee and only when protected from view by screening or fencing approved by the Committee.

Lawful Conduct

i. No immoral, improper, offensive or unlawful use shall be made of any lot or other improvements. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

Window Treatment

j. No lot owner may display any drapes, curtains, or other window treatment that, when as viewed from the outside of a residence, is of a color other than white or beige. No windows may be tinted or covered with reflective materials without the consent of the Architectural Control

Committee.

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Violations

k. In the event of a violation of these covenants and restrictions, or of any rule properly promulgated by the Board of Directors of the Association, the Association may, as an additional remedy, provide written notice of the violation to the unit owner of record, and if the said violation shall continue for a period of seven (7) days from the receipt of the written notice, the unit owner may be assessed an amount up to five Dollars (\$5.00) per day, per violation. This assessment shall be considered in the same manner as a specific assessment, defined in Article V, and those terms of this Declaration providing for the recording of the assessment lien, together with its enforcement and collection, shall also apply.

Animals

1. No animals, livestock or poultry shall be raised, bred or kept anywhere within the properties, except that a dog not to exceed twenty-five (25) pounds in weight, a cat or other customary household pet, owned by the original lot owner prior to his acquisition of a unit from the Developer may be kept on a lot subject to any rules and regulations adopted by the Association; provided such animals are not kept, bred or maintained for any commercial purpose and are not replaced upon their loss or death by the lot owner. At no time shall any dog, cat or other animal be allowed to roam freely on the property; such pet shall either be restricted by a leash or caged enclosure when not maintained within the enclosed portion of a lot. The Association shall designate an area for walking of dogs and cats, and shall be entitled to collect from each dog or cat owner an initial non-refundable fee in an amount not to exceed Two Hundred and no/100ths Dollars (\$200.00) per lot, payable to the Association within thirty (30) days from the date an owner allows a dog or cat to be brought on the property, to defray the cost of maintenance of common areas necessary for accommodation of the animals on the property; in addition the Association may charge an annual fee for each dog or cat owned, the amount to be set by the Board of Directors.

Leasing Restrictions

m. With respect to any lot or unit, every lease or rental agreement shall be in writing and be subject to the requirements of the constituent documents and the Association; a duplicate fully executed original of same must be filed with the Association prior to occupancy of a unit by a tenant. Every owner and tenant shall be required to furnish to the Association such information as it may reasonably request, including names, number and relationship of all occupants, credit, employment and financial histories, and such other information as may be necessary for the proper administration of the Association and the enforcement of the development documents. No unit may be leased or rented for less than thirty (30) days. The Association may charge a reasonable fee for approving, investigating and processing any lease, and for maintaining and updating the Association files and records with respect thereto.

Address
to client

Assign parking

Parking Rights.

2.13. The owner of each lot shall have, with respect to said lot, an exclusive right to use two (2) automobile parking spaces situated upon the common area, together with the right of vehicular ingress and egress thereto over, across and through such portion of the common area, improved for such use by Developer as part of the work or thereafter so improved by the Association, subject to the limitations specified in this Article. The Association may assign one (1) or more of such exclusive parking spaces permanently to each such lot, provided such space or spaces shall be as near and convenient to such lot as is reasonably practicable.

General Restrictions

2.14. Except as expressly provided in this Declaration by the Association's prior written consent or in accordance with the Association's rules and regulations:

Obstructions

a. There shall be no obstruction of the common area nor shall anything be kept or stored on the common area.

Alterations

b. Nothing shall be altered on, constructed upon or removed from the common area.

Activities

c. No activity shall be permitted in or upon the common area.

Signs

d. No sign of any kind shall be displayed to the public view within the properties except those as may be allowed upon application to and approval of the Architectural Control Committee.

Waterbodies and Retention Areas

e. The Board of Directors from time to time may regulate or prohibit any and all uses and activities in, upon and about any waterbody or retention area situated in whole or in part on the common area.

General Prohibitions and Indemnity

2.15. No activity is permitted nor shall any object or substance be kept, stored or emitted anywhere within the properties in violation of law. No noxious, destructive or offensive activity is permitted anywhere within the properties, nor shall anything be done therein that may constitute an annoyance or nuisance to any owner or to any other person at any time lawfully residing within the properties. Each owner shall defend, indemnify and hold the Association and all other owners harmless against all loss from any such damage or waste caused by such owner or by

any family or household member residing on such owner's lot. Notwithstanding the foregoing or any other provision of this Declaration to the contrary, an owner's liability to the Association for unintentional acts or omissions shall be limited to the available proceeds of any and all insurance maintained by such owner if, at the time of such act or omission, such owner has insurance in force insuring against such loss or damage and complying with such reasonable requirements as the Association from time to time may establish. Collectibility of such proceeds is at the Association's risk. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any owner because of any unintentional act or omission for which such owner is responsible under this section. The indemnification provisions of this section shall in no way be construed to make an owner an insurer of the Association or the common area. The Association shall be responsible for insuring itself and the common area all in accordance with Article IX of this Declaration.

Rules and Regulations

2.16. No owner or other person residing within the properties or invitee shall violate the Association's rules and regulations for the use of the lots or the common area, and all owners and other persons residing within the properties, including their invitees, at all times shall do all things reasonably necessary to comply with the same. Wherever any provision of this Declaration, or any Amended or Supplemental Declaration, prohibits any activity, condition or structure within the properties except as permitted by the Association's rules and regulations, such restriction or prohibition is self-executing until the Association promulgates rules and regulations expressly permitting such activities. Without limitation, any rule or regulation shall be deemed "promulgated" when posted conspicuously at such convenient location within the properties as the Association from time to time may designate for such purposes. If any conflict should exist between the Association's rules and regulations and this Declaration, the Articles or Bylaws, the Developer intends that the provisions of the latter shall control notwithstanding anything in such rules and regulations to the contrary.

Ownership Rights Limited to Those Enumerated

2.17. No transfer of title to any lot shall pass any rights in or to the common area except as expressly enumerated in this Declaration or any applicable Amended or Supplemental Declaration. No provision in any deed or other instrument of conveyance of any interest in any lot shall be construed as passing any such right, title or interest except as expressly provided in this Declaration or applicable Amended or Supplemental Declaration. The conveyance of the common area by Developer to the Association shall vest in the Association exclusively all riparian rights in and to any stream, pond, lake or other waterbody situated thereon, in whole or in part, notwithstanding the fact that any lot is shown or described as abutting the same. Such conveyance additionally shall vest in the Association the underlying fee simple title or right of reverter, as the case may be, to any street, utility easement or other area, if any, dedicated to public use and situated upon or abutting, the common area, notwithstanding the fact that any lot also is shown or described as abutting the same.

Provisions Inoperative as to the Work

2.18. Nothing contained in this Declaration shall be interpreted, construed or applied to prevent Developer, its transferees or its or their contractors, subcontractors, agents and employees, from doing or performing on all or any part of the properties owned or controlled by Developer or its transferees, whatever they determine to be reasonably necessary or convenient to complete the work, including:

Construction and Disposition

a. Erecting, constructing and maintaining such structures as may be reasonably necessary or convenient for the conduct of Developer's business of completing the work, establishing the properties as a residential community and disposing of the same in parcels by sale, lease or otherwise.

Operation of Business

b. Conducting thereon its or their business of completing the work, establishing the properties as a residential community and disposing of the properties in parcels by sale, lease or otherwise.

Advertisement

c. Maintaining such sign or signs as may be reasonably necessary or convenient in connection with the sale, lease or other transfer of the property in parcels.

Professional Management Contracts

d. Entering into such professional management contracts as the Developer may deem advisable prior to the time control of the development is passed to the Association, i.e., the termination of the Class B membership; however, Developer cannot directly or indirectly bind the Association unless the contract includes a right of termination without cause that the Association can exercise at any time after the transfer of control, without the payment of any penalty and without advance notice of more than ninety (90) days.

Developer's Transferees and Easements

2.19. As used in the immediately preceding section, the term Developer's "transferees" specifically does not include purchasers of lots improved as completed residences. Developer hereby reserves temporary easements over, across and through the common area for all uses and activities necessary or convenient for completing the work, such easements to be exercised so as not to cause any material damage to the common area, or to interfere unreasonably with any use of the common area that is from time to time authorized by the Association. Such easements shall continue so long as Developer prosecutes the work with due diligence and until Developer no longer offers any lot within the properties for sale or lease in the ordinary course of Developer's business.

Access by Certain Parties

2.20. The United States Postal Service and its successors, 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 area, 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 or garbage removal services, to any lot within the property or to any person within the properties, 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.

Access by Association

2.21. The Association has a right of entry onto the exterior of each lot to the extent reasonably necessary to discharge its duties of exterior maintenance, if any, and into the interior of each lot for the purpose of servicing the utility easements described in this Article II, or for any other purpose reasonably related to the Association's performance of any duty imposed or the exercise of any right granted, by this Declaration. Such right of entry shall be exercised in a reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into any improvement upon any lot shall not be made without the consent of its owner or occupant for any purpose, except pursuant to court order or other authority granted by law. No owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees and contractors.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Membership

3.01. Every owner of a lot that is subject to assessment is a member of the Association. If title to a lot is held by more than one person, each such person is a member. An owner of more than one lot is entitled to one membership for each lot owned. Each membership is appurtenant to the lot upon which it is based and is transferred automatically by conveyance of title to that lot. No person other than an Owner may be a member of the Association, and a membership in the Association may not be transferred except by the transfer of title to a lot; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an owner who is a contract seller to his vendee in possession.

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Voting

3.02. The Association has two (2) classes of voting membership:

Class A

a. So long as there is Class B membership, Class A members are all owners except Developer and are entitled to one (1) vote for each lot owned. Upon termination of Class B membership, Class A members shall be all owners, including Developer so long as Developer is an owner of a lot. 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, however, no split vote shall be permitted. Prior to any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

Class B

b. The Class B member is the Developer and is entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

(1) One-Hundred and Twenty (120) days after seventy-five percent (75%) of the lots, excluding Tract A, have been conveyed to the Class A members.

(2) On the anniversary date three (3) years from the date of the conveyance of the first (1st) lot to an individual purchaser.

Certain owners may be granted exclusive voting rights or privileges with respect to certain matters; however, such owners shall exercise such rights or privileges in the capacity of Class A or Class B members as the case may be.

Amplification

3.03. The provisions of this Declaration are amplified by the Association's Articles of Incorporation and Bylaws, but no such amplification shall alter or amend substantially any of the rights or obligations of the owners set forth in this Declaration or in any amendment or supplement hereto. Developer intends that the provisions of this Declaration on the one hand, and the Articles of Incorporation and Bylaws on the other, be interpreted, construed and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Developer intends that the provisions of this Declaration or any applicable Amended or Supplemental Declaration control notwithstanding anything in the Articles of Incorporation or Bylaws to the contrary.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

The Common Area

4.01. Subject to the rights of owners set forth in this Declaration and any Amended or Supplemental Declaration, the Association has exclusive management and control of the common area and all improvements thereon and all furnishings, equipment and other personal property related thereto. The Association shall keep the foregoing in good, clean, substantial, attractive, sanitary and serviceable condition, order and repair. The Association's duties with respect to the common area include the management, operation, maintenance, repair, servicing, replacement and renewal of all streets, roads, improvements, equipment and personal property installed thereon by Developer as part of the work. The Association's duties also include the duty to repair under the circumstances outlined in this Article.

Maintenance

4.02. The following provisions with respect to maintenance shall apply to the properties:

Responsibility of Association

a. The Association shall provide maintenance upon each lot and each lot is subject to assessment for such maintenance as provided in Article V, of the Declaration, as follows:

(1) Exterior maintenance, including but not limited to the repair, replacement and maintenance of roofs, gutters, downspouts, lawns, trees, shrubs, landscaped areas including the partially enclosed front yards of lots, walks, fences and other exterior improvements installed by Developer as part of the work, and their replacements.

(2) Painting and repair of exterior building surfaces.

(3) Repair, replacement and maintenance of the utility easements located under each lot as described in Article II.

(4) The right to maintain irrigation systems along the exterior of each lot, and if desired, within the landscaped interior of a lot. The Association's duty of exterior maintenance does not include the maintenance, repair or replacement of any glass surfaces, exterior doors, or any trees, shrubs, lawns or landscaped areas within any enclosed yard, patio or fully enclosed entry area including the enclosed rear patios of any lot, except that the Association will maintain and replace any hedge or other landscaping, if any, installed by Developer as part of the work along the boundary between any lot and the common area. The Association also is not responsible for any maintenance, repair or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty; each owner promptly will correct any and all such casualty damage to such owner's lot within a reasonable time as specified below.

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Responsibility of Owner

b. The owner shall provide exterior maintenance as follows: the cost for which each owner shall be individually responsible:

- (1) Repair or replacement of all glass surfaces on his lot.
- (2) Repair or replacement of exterior doors.
- (3) Replacement of any trees, shrubs, lawns or landscaped areas within a fully enclosed yard, patio or entry area, including the rear patios of an owner's respective lot.
- (4) Maintenance, repair or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty damage within or upon the lot of an owner.
- (5) Repair or replacement of any property whether upon such owner's lot or any other lot, or the common area, which repair or replacement is required because of any willful act of such owner, any member of such owner's family or household, or their respective guests or invitees.

Failure of Owner to Repair

c. 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:

- (1) 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.
- (2) Such owner does not when reasonably necessary replace any glass surfaces or exterior doors on such owner's lot.
- (3) Any maintenance, repair or replacement, whether upon such owner's lot, or any other lot, or common area, that is required because of any willful act of such owner, any member of such owner's family or household, or their respective guests or invitees.
- (4) Any owner fails promptly to repair or replace, as the case may be, any casualty damage to such owner's lot.
- (5) Such owner has failed to undertake the necessary maintenance or replacement within a reasonable period of time following written notice.

Upon the occurrence of the foregoing, and after reasonable prior notice to such owner and reasonable opportunity to be heard, the Association's Board of Directors by a vote of not less than sixty-seven percent (67%) 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 Article V, of this Declaration.

Services

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4.03. The Association may obtain and pay for the services of any person to manage its affairs to the extent it deems advisable, as well as such other personnel as the Association determines are necessary or desirable for the proper operation of the properties, whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts. Without limitation, the Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the properties or the enforcement of this Declaration or any Amended or Supplemental Declaration, or any Articles, Bylaws or rules and regulations of the Association. The Association may contract with others to furnish trash collection, lawn care and any other services or materials to all lots, or to any group of lots; provided however, if such services or materials are furnished to less than all lots, then only those lots enjoying the benefit thereof shall be assessed for the cost thereof, as provided in Article V, of this Declaration, and provided further, each such owner's consent shall be required.

Personal Property

4.04. 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 Association's Bylaws.

Rules and Regulations

4.05. The Association from time to time may adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the lots, common area or any combination thereof, which rules and regulations shall be consistent with the rights and duties established by this Declaration, and any applicable Amended or Supplemental Declaration. The validity of the Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the properties as a residential community. All rules and regulations initially may be promulgated by the Board of Directors, subject to amendment or rescission by a majority of both classes of membership present and voting 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.

Implied Rights

4.06. The Association may exercise any other right, power or privilege given to it expressly by law, this Declaration, any Amended or Supplemental Declaration, its Articles or Bylaws, and every other right, power or privilege reasonably to be implied from the existence of any right, power or privilege so granted or reasonably necessary to effectuate the exercise of any right, power or privilege so granted.

Restriction on Capital Improvements

4.07. Except for replacement or repair of items installed by Developer as part of the work, and except for personal property related to the common area, the Association may not authorize capital improvements to the common area without Developer's consent until termination of the Class B membership as described in Article III. At all times hereafter, all capital improvements to the common area, except for replacement or repair of those items installed by Developer as part of the work and except for personal property related to the common area, shall be approved by sixty-seven percent (67%) of each class of members who are present in person or by proxy and voting at a meeting duly convened for such purpose, as provided in Article X, of this Declaration.

ARTICLE V

COVENANT FOR ASSESSMENTS

Assessments Established

5.01. For each lot owned within the property whereupon all improvements have been actually completed by Developer, Developer hereby covenants, and each owner of any lot by acceptance of a deed thereto, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay to the Association the following:

- a. An Annual General Assessment.
- b. An Annual Exterior Maintenance Assessment.
- c. Special Assessments for Capital Improvements.
- d. Special assessments for property taxes levied and assessed against the common area or facilities.
- e. Specific assessments against any particular lot that are established pursuant to any provision of this Declaration or applicable Amended or Supplemental Declaration as provided in this Article.
- f. All excise taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.
- g. Any required contributions to the Working Capital Fund established under this Article.

All the foregoing, together with interest and all costs and expenses of collection, including reasonable attorney's fees, are a continuing charge on the land secured by a continuing lien upon the lot against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorney's fees, also is the personal obligation of the person who was the owner of such lot when such assessment fell due. Such personal obligation for delinquent assessments shall not pass to an owner's successors in title unless assumed expressly in writing; however, the above referred to lien shall continue to be enforceable against the lot.

Purpose of Assessments

5.02. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents within the properties and for the operation, management, maintenance, repair, servicing, renewal, replacement and improvement of the common area and the exteriors of those lots within the property. Each lot shall be assessed for this purpose by an "Annual Assessment" composed of the Annual General Assessment and Annual Exterior Maintenance Assessment and which shall be based upon the annual costs necessary to provide the service for which the assessment is made. The assessment shall be made on a calendar year basis, collected monthly, as provided in 5.03 below. To effectuate the foregoing, the Association shall levy the Annual Assessment composed of the following:

Annual General Assessment

a. An Annual General Assessment to provide and be used for the operation, management, maintenance, repair and servicing of the property, services and facilities related to the use and enjoyment of the common area, including the payment of taxes and insurance on the common area and the cost of labor, equipment, materials, management and supervision thereof, and all other general activities and expenses of the Association, including reserves for any and all of the foregoing, except exterior maintenance upon any lot.

Exterior Maintenance Assessment

b. An Annual Exterior Maintenance Assessment to provide and be used for the exterior maintenance, repair, servicing, renewal, replacement and improvements of the exterior of each lot, including reserves for any and all of the foregoing.

Maximum Annual Assessment

5.03. The amount of the Annual Assessment, as determined in accordance with the foregoing 5.02, shall be fixed by the Board of Directors at least thirty (30) days in advance of each annual assessment period which period shall be the calendar year. Written notice of the assessment shall be given to every owner. The Annual Assessment shall be payable in equal monthly installments equal to one twelfth (1/12) of the Annual Assessment. The Board of Directors of the Association may in its own discretion, amend the manner in which assessments are collected to quarterly, semiannually, annually or any other manner, or allocated as may be required to fit the needs of the Association. If any owner defaults in payment of any installment for a period of thirty (30) days, the Association, at the option of its Board of Directors, may declare the unpaid balance immediately due and payable. Until January 1, of the year immediately following the recording of this Declaration, the Authorized Annual Assessment will not exceed Five Hundred and no/100ths Dollars (\$500.00) per lot; ninety-five percent (95%) thereof shall be allocated to the Annual General Assessment, and five percent (5%) to the Annual Exterior Maintenance Assessment.

Increases Without Vote of Membership

a. From and after January 1, of the year immediately following the conveyance of the first lot to an owner, the maximum Authorized Annual Assessment may be increased each year not more than five percent (5%) above the maximum authorized assessment for the previous year without a vote of the membership.

Increases Upon Vote of Membership

b. From and after January 1, of the year immediately following the conveyance of the first lot to an owner, the maximum Authorized Annual Assessment may be increased above five percent (5%) by a vote of sixty-seven percent (67%) if each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Power of Directors

c. The Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum Authorized Annual Assessment.

Property Taxes

5.04. Because the interest of each owner in the common area is an interest in real property appurtenant to each lot, and because no person other than an owner has the right to the beneficial use and enjoyment of the common area, Developer intends that the value of the interest of each owner in the common area entitled to its use be included in the assessment of each such lot for local property tax purposes. Developer further intends that any assessment for such purposes against the common area 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 area with the result that the local real property taxes in any given year are assessed to the Association with respect to the common area in excess of five Hundred and no/100ths Dollars (\$500.00), then the amount of such excess may be specially assessed by the Board of Directors, in its discretion. Such special assessment shall be calculated by first determining the amount of such excess with respect to the common area, then dividing same by the number of lots within the property; the quotient shall be the amount of such special assessment against each lot. In the Board's discretion, such special assessment 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. Such special assessment is not an increase in the Annual Assessment subject to the limitations of the preceding section of this Article.

Special Assessments for Capital Improvements

5.05. In addition to the Annual Assessment, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, renewal, repair or replacement of a capital improvement upon the common area, including related fixtures and personal property, provided that any such assessment with respect to the common area is approved by sixty-seven percent (67%) of each class of members who are present in person or by proxy and voting at a meeting duly convened for such purpose, as provided in Article X, of this Declaration.

Specific Assessments

5.06. Any and all accrued liquidated indebtedness or fines of any owner to the Association arising under any provision of this Declaration or any applicable Amended or Supplemental Declaration, including any indemnity contained herein, or by contract express or implied, or because of any act or omission of any owner or of any owner's family or household members, also may be assessed by the Association against such owner's lot after such owner fails to pay the same when due and such default continues for thirty (30) days after written notice.

Uniformity of Assessments

5.07. The Annual General Assessment and any Special Assessment for Capital Improvements shall be uniform throughout the property. The Annual Exterior Maintenance Assessment shall be uniform throughout each section of the property enjoying its benefit, but may vary from section to section within the properties to reflect actual or projected variance in maintenance costs among sections because of significant differences in the design, construction or materials providing a reasonable basis for actual or projected maintenance or replacement costs. All monies received from any Annual Exterior Maintenance Assessment shall be allocated by the Board of Directors to separate budgetary accounts and may not be used for any other purposes without the approval of sixty-seven percent (67%) of the owners enjoying their benefit who are present in person or by proxy and voting at a meeting duly convened for such purpose, as provided in Article X of this Declaration, except that only such owners enjoying said benefit shall be counted in determining the quorum requirements of such approval.

Developer's Assessment

5.08. Notwithstanding the foregoing requirement of uniformity, or any other provision of this Declaration, or of the Association's Articles of Incorporation or Bylaws, to the contrary, the Annual Assessment against any lot on which all improvements have been completed and in which Developer owns any interest and is offered for sale by Developer, for so long as there is Class B membership in the Association, may be fixed by the Board of Directors annually in an amount not less than one percent (1%), nor more than one hundred percent (100%), of the amount of the applicable Annual Assessment against lots owned by the Class A members of the Association then in effect. Upon termination of the Class B membership in the Association, the Annual Assessment against any lot in which Developer owns any interest and is offered for sale, whereupon all improvements have been actually completed, shall be one percent (1%) of the applicable amount established against lots owned by the Class A members of the Association, other than Developer. Notwithstanding the foregoing, for the first year of operation of the Association, if actual Association expenses exceed actual revenues generated by the Annual Assessment, any shortfall or deficit will be paid by the Developer. Upon transfer of title of a Developer-owned lot other than for purposes of development, such lot shall be assessed in the applicable amount established against lots owned by the Class A members of the Association, prorated as of, and commencing with, the date of transfer of title to the Class A member. Notwithstanding the foregoing, those lots from which Developer derives any rental income, or holds an interest as Mortgagee or contract seller, shall be assessed at the same amount from time to time established for similar lots owned by Class A members of the Association, prorated as of, and commencing with, the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession, as the case may be.

Commencement of Annual Assessment

5.09. The Annual Assessment commences with respect to any lot on the first day of the month following the completion of all improvements thereon and the recording of the transfer of title by Developer of the common area to the Association. The first Annual Assessment against any lot shall be prorated according to the number of months then remaining in the calendar year. Regardless of when the Annual Assessment commences as to any lot, such lot shall be deemed "subject to assessment" within the provisions of this Declaration, the Association's Articles of Incorporation and Bylaws, from and after the date this Declaration has been recorded. Upon demand, and for a reasonable charge, the Association shall furnish to any interested person a certificate signed by an officer of the Association setting forth whether the Annual Assessment against a specific lot has been paid and, if not, its unpaid balance. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Lien for Assessments

5.10. All sums assessed to any lot, together with interest and all costs and expenses of collection including reasonable attorneys' fees for services rendered prior to the commencement of judicial proceedings, negotiation, trial and appellate representation, are secured by a 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. Except for liens for all sums secured by such First Mortgage, all other lienors acquiring liens on any lot after this Declaration is recorded are deemed to consent that their liens are inferior to the lien established by this section, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. A lien for assessments may be perfected by the recording of Claim of Lien in the public records of Hillsborough County, Florida, in the manner generally prescribed for the filing of similar claims for assessments by a condominium association.

Remedies of the Association

5.11. Any assessment not paid within thirty (30) days after its due date bears interest at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose its lien against such owner's lot. No owner may waive or otherwise escape liability for the Association's assessments by nonuse of the common area or by abandonment of such owner's lot. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving or otherwise impairing the security of the Association's lien or its priority.

Foreclosure

5.12. The lien for sums assessed pursuant to this Article may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida: In any such foreclosure, the owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees for services rendered prior to the commencement of judicial proceedings, negotiation, trial and appellate representation. All such costs and expenses are secured by the lien foreclosed. The owner also is required to pay to the Association any assessments against the lot that become due during the period of foreclosure, which also are secured by the lien foreclosed, and shall be accounted and paid as of the date the owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the lot foreclosed, or to acquire such lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with such lot as its owner for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgment against the owner for such deficiency.

Homesteads

5.13. By acceptance of a deed thereto, the owner of each lot is deemed to acknowledge conclusively that the Annual Assessment established by this Article is for improving and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

Subordination of Lien

5.14. The lien for the assessments provided in this Article is subordinate to the lien of any existing First Mortgage. Sale or transfer of any lot does not affect the assessment lien, except that the sale or transfer of any lot pursuant to foreclosure of any existing first mortgage, or any proceeding in lieu thereof, extinguishes the assessment lien as to payments that become due prior to such sale or transfer. No such sale or transfer relieves such lot from liability for assessments thereafter becoming due or from the lien thereof. The Association shall report to any encumbrancer of a lot any assessments remaining unpaid for more than thirty (30) days and shall give such encumbrancer thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the lot; provided such encumbrancer first shall furnish the Association with written notice of the encumbrance, designating the lot encumbered by a proper legal description and stating the address to which notices shall be given. Any encumbrancer holding a lien on a lot may pay, but is not required to pay, any amounts secured by the lien created by this Article, and, upon such payment, such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

Working Capital Fund

5.15. To insure that the Association will have the funds to meet unforeseen expenditures or to purchase any additional equipment or services, a working capital fund shall be established by the Association, and any amounts paid into this fund should not be considered as an advance payment of regular assessments. Each unit's share of the working capital fund shall be collected at the time the sale of the unit to a Class A member is closed and then should be transferred to the Association for deposit in a segregated fund.

ARTICLE VI

ARCHITECTURAL CONTROL

Architectural Control Committee

6.01. The Board of Directors shall appoint as a standing committee an Architectural Control Committee, composed of three (3) or more persons appointed by the Board, or, in the Board's discretion, the Board from time to time may constitute itself the Architectural Control Committee. No member of the Committee shall be entitled to compensation for services performed; however, the Board may employ independent professional advisors to the Committee and allow reasonable compensation to such advisors from Association funds. Committee members need not be owners. In its discretion, the Board may appoint a subcommittee for any particular section of the properties and delegate to such subcommittee such of the Architectural Control Committee's duties, powers, and functions as the Board deems advisable with respect to that section.

Committee Authority

6.02. The Committee has full authority to regulate the use and appearance of the exterior of the properties to assure harmony of external design and location in relation to surrounding buildings and topography, and to protect and conserve the value and desirability of the properties as a residential community. The power to regulate includes the power to prohibit those exterior uses or activities inconsistent with the provisions of this Declaration or any Amended or Supplemental Declaration or contrary to the best interests of other owners in maintaining the value and desirability of the properties as a residential community. The Committee may adopt, promulgate, rescind, amend and revise reasonable rules and regulations in connection with the foregoing; provided, however, such rules and regulations are consistent with the provisions of this Declaration and any applicable Amended or Supplemental Declaration, and, if the Board has not constituted itself as the Committee, approved by the Board prior to taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board in the name of the Association.

Committee Approval

6.03. No changes, alterations, additions, reconstruction, attachments or color change of any nature may be made to the exterior of any lot, including that portion of any lot not actually occupied by its improvements, except for replacement of items with any items identical to those installed by Developer as part of the work, unless approved by the Architectural Control Committee. The Committee's approval is not required for any changes, alterations or additions within an enclosed yard, fully enclosed rear entry patio or entry area and screened from view; provided, however, any trees or shrubs, capable of attaining a height in excess of the height of any walls, fencing or shrubbery as the case may be installed by Developer as part of the work, are subject to Committee approval. No owner may undertake any exterior maintenance of his lot that is the duty of the Association, as provided by this Declaration, without the Committee's prior approval. No exterior door or glass surface may be replaced by any owner without the Committee's prior approval unless the replacement is identical to that utilized by Developer as part of the work. Nothing may be kept, placed, stored or maintained upon the exterior of any lot, including any portion of any lot not enclosed by its improvements thereon, without the Committee's prior approval unless it is within an enclosed yard, fully enclosed rear entry patio or entry area and screened from view. Notwithstanding any provision of this Declaration to the contrary, the Committee's approval is not required for any structure, use or activity expressly permitted by the Committee's promulgated rules and regulations.

Procedure

6.04. All applications to the Committee for approval of any structure, use, activity, alteration, addition or color change required by the preceding section must be accompanied by detailed plans and specifications showing its nature, kind, shape, height, materials, location, color, approximate cost and estimated maintenance cost, together with such other drawings, documentation, models and information as the Committee reasonably may require. If the Committee does not approve or disapprove any application within thirty (30) days after receipt, the Committee's approval will be deemed given. In all other events, the Committee's approval must be in writing. If no application has been made to the Architectural Control Committee, an appropriate proceeding may be instituted at any time to enjoin or remove any structure, activity, use, change, alteration or addition in violation of the prohibitions contained in the preceding section of this Article. The Association or any owner additionally may resort immediately to any other lawful remedy for such violation. The Committee may deny any application upon the ground that the proposed structure, use, activity, alteration, addition or attachment will create an unreasonable maintenance burden upon the Association, or may condition its approval upon the owner's assuming responsibility for its repair, maintenance and replacement. The Committee additionally may condition the approval of any application upon the owner's providing reasonable security that the contemplated work will be submitted to the Committee. At the request of any owner, the Association from time to time will issue without charge a written certification that the improvements and other exterior items

situated upon such owner's lot have been approved by the Architectural Control Committee, if such is the case. The Committee from time to time may adopt, promulgate, rescind, amend and revise rules and regulations governing procedure in all matters within its jurisdiction. If the Board of Directors does not constitute itself the Architectural Control Committee, then provision must be made for review by the Board of decisions of the Architectural Control Committee, or any reasonable limitations and procedures as the Board deems advisable. The Board of Directors, or Architectural Control Committee, may appoint one or more persons to make preliminary review of all applications to the Architectural Control Committee and report such applications to the Committee with such person's recommendations for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board of Directors or the Architectural Control Committee deems advisable. In all events, the Association's procedures for review and enforcement of the Architectural Control provisions of this Declaration at all times shall provide any affected owner with reasonable prior notice and a reasonable opportunity to be heard in person and by representative of such owner's choosing.

Standards

6.05. All actions by the Board of Directors or Architectural Control Committee with respect to Architectural Control shall assure harmony of external design, materials and location in relation to surrounding buildings and topography within the properties, shall protect and conserve the value and desirability of the properties as a residential community, shall be consistent with the provisions of this Declaration, and shall be in the best interests of all owners in maintaining the value and desirability of the properties as a residential community.

Developer Consent

6.06. So long as Developer is a Class B member of the Association, all actions of the Architectural Control Committee require the Developer's approval.

ARTICLE VII

PARTY WALLS, RESUBDIVISION AND UTILITY CONNECTIONS

General Rules of Law to Apply

7.01. Each wall or fence built as a part of the work upon the property and placed on the dividing line between lots is a party wall or fence, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls or fences and liability for property damage caused by negligence or willful acts or omissions apply thereto.

Sharing of Repair and Maintenance

7.02. The cost of reasonable repair, maintenance and replacement of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Destruction by Fire or Other Casualty

7.03. If a party wall is destroyed or damaged by fire or other casualty and is not covered by insurance, any owner who has used the wall may restore it, and, if other owners thereafter make use of the wall, they shall contribute to the cost of restoration in proportion to their use, all without prejudice to the right of any such owner to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

Weatherproofing

7.04. Notwithstanding any other provision of this Article, an owner who by his negligence or willful act causes any party wall to be exposed to the elements, or to infestation by termites or other injurious agencies, shall bear the whole cost of furnishing the necessary protection against such elements or agencies and of repairing all resulting damage.

Right to Contribution Runs with Land

7.05. The right of any owner to contribution from any other owner under this Article is appurtenant to the lots affected and shall pass to and bind each such owner's successors in title.

Number of Dwellings

7.06. No portion of the properties may be combined or resubdivided in any manner so as to increase the number of dwellings in the development from those established by such subdivision plat.

Utility Connection

7.07. All lots are served by a sanitary sewer and water system, and no septic tank or well may be installed on any lot.

ARTICLE VIII

OPERATION AND EXTENSION

Effect Upon Platted Lands

8.01. From and after the date this Declaration is recorded, all of the platted lands shall be held, sold and conveyed subject to the provisions of this Declaration, which are for the purpose of protecting

the value and desirability of, and which shall run with, the platted lands and be binding upon all parties having any right, title, or interest therein, or any part thereof, their respective heirs, successors and assigns, and shall inure to the benefit of the Association and each owner.

Effect Upon Unplatted Lands

8.02. With respect to any unplatted lands, the provisions of this Declaration are not self-executing and shall be of no legal force and effect with respect to any lands not included within the subdivision plat unless and until from time to time extended to all or any portion of any unplatted lands by recording an Amended or Supplemental Declaration which expressly incorporates this Declaration by reference. Upon the occurrence of the foregoing, the provisions of this Declaration thereupon shall run with such lands and be binding upon all persons having any right, title or interest therein or any part thereof, their respective heirs, successors and assigns. Until recordation of such Amended or Supplemental Declaration, neither this Declaration nor any provision hereof constitutes an encumbrance, cloud, doubt or suspicion upon the title to all or any portion of any unplatted Lands. If the provisions of this Declaration have not been extended to all of any unplatted lands on or before June 1, 1993, then this Declaration shall be null, void and without further legal effect with respect to any portion of any unplatted lands as to which it has not been extended.

Procedure for Extension

8.03. All or any portion of any unplatted lands may be made subject to the provisions of this Declaration by the recording of an applicable Amended or Supplemental Declaration by the Developer from time to time, but no later than on or before June 1, 1993. The consent of the Association's Class A members shall be required to extend this Declaration pursuant to this section. Each such Amended or Supplemental Declaration shall set forth in detail the extent of exterior maintenance, if any, to be performed by the Association upon the lots encompassed thereby, and contain such additional, complimentary or supplementary easements, restrictions, conditions and covenants applicable to the lands encompassed thereby as are not inconsistent with the provisions of this Declaration. The recordation of such Amended or Supplemental Declaration automatically shall extend the benefit and burdens of the provisions of this Declaration to the portion of the properties described therein. Any such extension shall be approved by sixty-seven percent (67%) of the Class A members of the Association present in person or by proxy voting at a meeting duly convened for such purpose as provided in Article X.

ARTICLE IX

INSURANCE AND CASUALTY LOSSES AND CONDEMNATION

Insurance

9.01. Insurance, other than title insurance, which shall be carried

upon the common area shall be covered by the following provisions:

Authority to Purchase

a. All insurance policies upon the common area 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, personal dwelling unit, personal property or living expenses of any owner, but the owner may obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the Association.

Coverage

b. The following provisions shall control with respect to insurance coverage:

Casualty

(1) All buildings and improvements in the common area, and all personal property included in the common area, shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(b) Such other perils customarily covered with respect to buildings similar in construction, location and use, including vandalism and malicious mischief and those covered by a standard "all risk" endorsement.

Public Liability

(2) A comprehensive general liability insurance policy, covering all common areas, public ways and any other areas that are under the supervision and control of the Association, with coverage of at least One Million and no/100ths Dollars (\$1,000,000.00) for bodily injury and property damage for any single occurrence or in such greater amounts or coverage as may be required by the Board of Directors of the Association. The Liability insurance should include the following coverage:

(a) Bodily injury and property damage that results from the operation, maintenance or use of the common areas and facilities.

(b) Any legal liability that results from law suits related to employment contracts in which the Association is a party and which are not covered under any other policy.

Worker's Compensation Policy

(3) In such an amount as to meet the requirements of law.

Fidelity Bonds

(4) A blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services, naming the Association as an obligee and including a provision calling for ten (10) days written notice to the Association and any servicer that services a mortgage with respect to the development that is owned by the Federal National Mortgage Association (FNMA) or other eligible mortgagee. The fidelity bond should cover the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force, and in addition, the fidelity bond coverage must at least equal the sum of three (3) months' assessments on all lots or units in the development. The premiums for such coverage shall be deemed a common expense of the Association.

Other

(5) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

Premiums

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

Proceeds

d. All insurance policies purchased by the Association shall be for the benefit of the Association and its mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association.

Distribution of Proceeds

e. Proceeds of insurance policies received by the Association shall be distributed and used by the Association as the Board of Directors may determine.

Reconstruction or Repair After Casualty

9.02. The Board of Directors, in its sole discretion, shall determine whether or not any damaged portion of the common area shall be repaired or replaced.

Condemnation

9.03. In the event that any portion of the common area 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 area 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.

Insurance on Lots

9.04. Each owner of a lot shall obtain insurance coverage upon the lot insuring the dwelling unit located thereon in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Such coverage shall afford protection against:

Fire and Hazard

a. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

Other Coverage

b. 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 on the land, including but not limited to vandalism and malicious mischief.

The owner shall furnish proof of such insurance to the Association at the time of purchase of a lot and shall furnish proof of renewal of such insurance on each anniversary date thereof. If an owner shall fail to provide such insurance the Association may obtain such insurance and shall assess the owner for the cost of same in accordance with the provisions of this Declaration.

Representation

9.05. The Association shall be designated to represent the lot owners in any proceedings, negotiations, settlements or agreements with respect to the handling of any losses or proceeds from condemnation, destruction or liquidation of all or part of the development, or from its termination, and, to the extent permitted by law, each owner shall be deemed to have appointed the Association as an attorney-in-fact for this purpose.

ARTICLE X
GENERAL PROVISIONS

Enforcement

10.01. The Association, in addition to the power upon notice and hearing before its Board of Directors to impose fines and issue cease and desist orders, or any owner, shall have the right to enforce, by any

appropriate proceeding whether at law or in equity or before the Board, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration or any Amended or Supplemental Declaration or both. The

party enforcing the same additionally has the right to recover all costs and expenses incurred, including reasonable attorneys' fees for all negotiations and trial and appellate proceedings, if any. If the Association enforces the provisions of this Declaration against any owner, the costs and expenses of such enforcement, including such reasonable attorneys' fees, may be assessed against such owner's lot, as provided in Article V. Failure by the Association or by any owner to enforce any covenant or restriction contained herein shall not be deemed a waiver of the right to do so at any time. If these restrictions are enforced by any owner or class of owners, such owner or owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board of Directors.

Duration of and Amendment to Declaration

10.02. The provisions of this Declaration shall run with and bind the platted lands and all other lands to which it is extended as provided in Article VIII, and shall inure to the benefit of and be enforceable by the Association or any owner, their respective heirs, successors and assigns, until June 1, 2033, whereupon they automatically shall be extended for successive periods of ten (10) years; provided, however, if in the sole event the foregoing is construed by a court of competent jurisdiction to render the provisions of this Declaration unenforceable after June 1, 2033, then in such event only, the provisions of this Declaration shall run with and bind all lands now or hereafter subject to its provisions for a period of ninety-nine (99) years from the date this Declaration is recorded, whereupon it shall cease and expire and be without further legal force and effect unless prior thereto a majority of the members present in person or by proxy and voting at a meeting duly convened for such purpose elect to reimpose its provisions. In all events and except as expressly provided otherwise in Article VIII, this Declaration may be amended within the first twenty (20) year period by an instrument executed by the Association with the formalities from time to time required of a deed and signed by not less than ninety percent (90%) of all owners and thereafter by such instrument signed by not less than seventy-five percent (75%) of all owners. No amendment shall be effective until recorded, and the Association's proper execution thereof shall entitle the same to public record, notwithstanding the informal execution thereof by the requisite percentage of owners.

Meeting Requirement

10.03. Wherever any provision of this Declaration requires any action to be approved by the membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all members not less than thirty (30) days, nor more than sixty (60) days, in advance of

such meeting, setting forth its purpose. At such meeting, the presence of members or proxies entitled to cast at least sixty percent (60%) of the votes of each class of membership constitutes a quorum, if the action must be approved by both classes of membership, or of the Class A members, if it must be approved by the Class A members only, or of the affected owners, if it must be approved by the affected owners only. If the required quorum is not forthcoming, another meeting may be called subject to the same notice requirement; and the required quorum at any such subsequent meeting will be reduced to one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Approval of Eligible Holder, Insurer or Guarantor

10.04. As long as there is a Class B membership the following actions will require the approval of the Federal Housing Administration or the Veterans Administration, provided that such agency has insured or guaranteed any mortgages encumbering any lot or lots in the subdivision, and any eligible holder, insurer or guarantor as defined in Article XI, (i) annexation of additional properties, (ii) dedication of common area and (iii) amendment of this Declaration of Easements, Covenants, Conditions and Restrictions.

Severability

10.05. Invalidation of any particular provision of this Declaration, or any Amended or Supplemental Declaration, by judgment or court order shall not affect any other provision, all of which shall remain in full force and effect.

Joinder

10.06. Florida National Bank as a Mortgagee, shall join in this Declaration only for the purpose of subordinating whatever right, title and interest they may have in the property to its provisions.

ARTICLE XI

SPECIAL RIGHTS OF HOLDERS, INSURERS OR GUARANTORS OF MORTGAGES

Notices

11.01. Any holder, insurer or guarantor of a mortgage has the following rights in connection with the lands encumbered by this Declaration as said entity's interest may appear:

Notice of Action

a. Upon written request to the Association identifying the name and address of the holder, insurer or guarantor and the lot number and

address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of the following:

(1) Any condemnation loss or any casualty loss which affects a material portion of the properties or any lot upon which a mortgage is held, insured or guaranteed by such mortgage holder, insurer or guarantor as applicable.

(2) Any delinquency in the payment of assessments or charges owed by an owner of a lot subject to mortgage held, insured or guaranteed by such holder, insurer or guarantor which remains uncured for a period of sixty (60) days.

(3) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(4) Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as may be set forth in this Declaration.

Inspection of Books and Records

b. During normal business hours and upon reasonable notice and in a reasonable manner, the eligible mortgage holders, insurers or guarantors, as well as the lot owners, shall be afforded the right to inspect the books, records and papers of the Association and the development documents, including the Declaration, Articles, Bylaws, rules and regulations, and financial records pertaining to both the development and the Association. In addition, the Association shall provide an audited statement for the preceeding fiscal year if the holder, insurer or guarantor of any first (1st) mortgage that is secured by a unit in the development submits a written request to the secretary of the Association; any mortgage holder, insurer or guarantor of a mortgage other than a first (1st) shall be allowed to have an audited statement prepared at its own expense if there is no audited statement available. The Association may make a reasonable charge to defray its costs incurred in complying with this section.

Amendments to Documents

Participation of Eligible Mortgage Holders

11.02. a. Eligible mortgage holders, being those holders of a first (1st) mortgage on a unit estate who have requested the Association to notify them of any proposed action that requires the consent of a specified percent of the eligible mortgage holders, also have a right to participate in any decisionmaking process involving certain amendments to the documents.

Voting Requirements

b. Unless a higher percentage is expressly required in this

Declaration, proposed amendments of a material nature must be approved by owners representing at least sixty-seven percent (67%) of the total allocated votes in the Association; in addition, approval must be obtained from eligible mortgage holders representing at least fifty-one percent (51%) of the votes of unit estates that are subject to mortgages held by eligible holders.

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Material Amendments

- c. A change in any of the following would be considered material:
- (1) Voting rights.
 - (2) Assessments, assessment liens or subordination of assessment liens.
 - (3) Reserves for maintenance, repair and replacement of common areas.
 - (4) Responsibility for maintenance and repairs.
 - (5) Reallocation of interests in the general or limited common areas, or rights to their use.
 - (6) Boundaries of any unit or lot.
 - (7) Convertibility of units or lots into common areas, or common areas into units or lots.
 - (8) Expansion or contraction of the development, or the addition or annexation or withdrawal of property to or from the development.
 - (9) Insurance and fidelity bonds.
 - (10) Leasing of units.
 - (11) Imposition of any restrictions on a lot owner's right to sell or transfer his unit estate.
 - (12) A decision by the Association to establish self management when professional management had been required previously by an eligible mortgage holder.
 - (13) Restoration or repair to the development, after a hazard damage or partial condemnation, in a manner other than specified in the documents.
 - (14) Any action to terminate the legal status of the development after substantial destruction or condemnation occurs.
 - (15) Any provisions that expressly benefit mortgage holders, insurers or guarantors.

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Special Approval

d. Any proposal for termination of the Association, partition of the common areas or termination of the legal status of the development for reasons other than substantial destruction or condemnation of the property shall require the approval of the eligible mortgage holders representing at least sixty-seven percent (67%) of the votes of the mortgaged units or lots.

Implied Approval of Non-Material Amendments

e. If an amendment or addition is not considered a material change, the proposed amendment to a document shall be deemed to be approved by an eligible mortgage holder when such holder fails to submit a response to any written proposal for an amendment within thirty (30) days after notice of the proposal was given to the holder.

IN WITNESS WHEREOF, Developer has caused this Declaration to be duly executed this 13 day of June, 1985.

Signed in the presence of:

DEVELOPER:

CARROLLWOOD OAKS, INC., a Florida corporation

Eleanor C. Hoakes
Angela Cratty

By: Harvey Estes
Harvey Estes, President

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 13th day of June, 1985, by HARVEY ESTES, as President of CARROLLWOOD OAKS, INC., a Florida corporation, on behalf of the corporation.

Peggy A. Hembelling
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 22, 1987
BONDED FROM GENERAL INV. CO.

LEGAL DESCRIPTION

The North 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 23, Township 28 South, Range 18 East, Hillsborough County, Florida, LESS the North 25.0 feet thereof; LESS the West 25.0 feet thereof; LESS the East 30.0 feet thereof and LESS part described as follows:

to wit:

Commencing at the Northwest Corner of the Northeast 1/4 of the Northwest 1/4 in Section 23, Township 28 South, Range 18 East, Hillsborough County, Florida; run thence North $90^{\circ}00'00''$ East (assumed bearing) 548.91 feet along the Northerly boundary of said Section 23; thence South $00^{\circ}00'00''$ East 25.00 feet to a point on the existing Southerly Right-of-Way Line of Linebaugh Avenue for the Point of Beginning; thence South $87^{\circ}43'16''$ West 326.93 feet; run thence South $90^{\circ}00'00''$ West 116.55 feet; thence South $45^{\circ}25'23''$ West 21.37 feet; thence South $00^{\circ}50'49''$ West 46.91 feet to the beginning of a Curve concave to the Northwesterly, having a Radius of 231.26 feet and Central angle of $14^{\circ}54'35''$ with a Chord Length of 119.01 feet bearing South $15^{\circ}45'24''$ West; run thence Southwesterly along said Curve 120.36 feet to a Point of Reverse Curvature, being the beginning of a Curve concave to the Southeasterly, having a Radius of 231.26 feet and Central Angle of $14^{\circ}54'35''$ with a Chord Length of 119.01 feet bearing South $15^{\circ}45'24''$ West; run thence Southwesterly along said Curve 120.36 feet to the end of said Curve, said point lying on the Easterly Right-of-Way Line of Albany Avenue, also being the Northwest Corner of Lot 16, Block "A", in IMPERIAL ESTATES,

a subdivision of record in Plat Book 33, Page 15, of the Public Records of Hillsborough County, Florida; run thence North $89^{\circ}09'11''$ West 5.00 feet along said Right-of-Way Line of Albany Avenue to a line lying 25.00 feet East of and Parallel with the West Boundary of the Northeast 1/4 of the Northwest 1/4 of said Section 23; thence North $00^{\circ}50'49''$ East 303.94 feet along said Right-of-Way Line to its intersection with the Southerly Right-of-Way Line of Linebaugh Avenue; run thence North $90^{\circ}00'00''$ East 524.28 feet along said Southerly Right-of-Way Line of Linebaugh Avenue to the Point of Beginning.

REC 4795 61499

Prepared by: Gulf South Realty, Inc.
7821 N. Dale Mabry Suite 200
Tampa, Florida 33614

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S/S

FIRST AMENDED
DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS OF
SUTTON PLACE

APR 22 4 23 PM '85

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THIS INSTRUMENT, effective the date on which it is recorded, is the First Amended Declaration of Easements, Covenants, Conditions and Restrictions for SUTTON PLACE, hereinafter sometimes referred to as the "development," and is made by CARROLLWOOD OAKS, INC., a Florida corporation, located at 7821 N. Dale Mabry, Suite 200, Tampa, Hillsborough County, Florida 33614, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, Developer is the owner of certain property located in Hillsborough County, Florida which is more particularly described in Exhibit A, attached hereto and made a part hereof, and which is hereinafter referred to as the "property,"

NOW THEREFORE, Developer hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with the described real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS AND CONSTRUCTION

RICHARD LAKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

Definitions

1.01. Unless the context otherwise expressly requires, the following terms mean as follows wherever used in this Declaration:

Association

a. "Association" means SUTTON PLACE HOMEOWNERS ASSOCIATION, INC., a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

Board or Board of Directors

b. "Board" or "Board of Directors" means the Association's Board of

REC 4795 21500

Directors.

Common Area, Elements and Facilities

c. "Common areas," "common elements" or "common facilities" means all property, from time to time owned by the Association for the common use or enjoyment of all owners. The common area initially consists of the lands designated as "Tract A" on the Plat of SUTTON PLACE, together with all improvements, fixtures and tangible personal property now or hereafter situated thereon and together with the benefit of any and all appurtenant easements. The common area shall also include easements under each lot for the benefit of each respective lot owner serviced by said easements, for all conduits, pipes, ducts, plumbing, wiring and all other facilities necessary for the furnishing of utility services to lots, which easements shall be maintained exclusively by the Association.

Developer.

d. "Developer" means CARROLLWOOD OAKS, INC., a Florida corporation, and all other persons or entities who acquire an interest in all or any portion of the properties by, through or under CARROLLWOOD OAKS, INC. for the purpose of development as attached single family residences.

Documentation

e. "Documentation" means the legal documentation for SUTTON PLACE, and consists of this Declaration, all Amended or Supplemental Declarations, the Association's Articles of Incorporation, the Association's Bylaws, and all amendments to any of the foregoing now or hereafter made. Unless the context expressly requires otherwise, the following terms mean as follows wherever used in any of the foregoing, in any corporate resolutions and other instruments of the Association, and in any deeds, mortgages, assignments and other instruments relating to all or any portion of the properties:

(1) "Declaration" means this Declaration and all applicable Amended or Supplemental Declarations as may hereafter exist and as are from time to time amended.

(2) "Articles" means the Articles of Incorporation of the Association, and its successors, as from time to time amended.

(3) "Bylaws" means the Bylaws of the Association, and its successors, as from time to time amended.

(4) "Rules and Regulations" means those rules or regulations duly promulgated by the Developer or the Association for the use and benefit of the development, each individual lot owner and the Association, as from time to time amended.

"Eligible" Holder, Insurer or Guarantor

f. For purposes of this Declaration an "eligible" holder, insurer or guarantor means a holder, insurer or guarantor of a first (1st) mortgage on a lot who has requested notice in writing to the Association of any

holder, which notice shall state the name and address of such holder, insurer or guarantor and the lot number involved. Included hereunder are the Federal National Mortgage Association (FNMA), the Government National Mortgage Association (GNMA), the Federal Home Loan Mortgage Corporation (FHLMC), FHA, VA, and any first (1st) mortgagee as defined in this Article.

FHA

2. "FHA" means the Federal Housing Administration of the Department of Housing and Urban Development of the United States of America and its successors.

Law

h. "Law" includes, without limitation, any statute, ordinance, rule, regulation or order validly created, promulgated or adopted by the United States, or any agency, officer or instrumentality thereof, or by the State of Florida, or any agency, officer, municipality or political subdivision thereof, or by any officer, agency or instrumentality of such municipality or subdivision, and from time to time applicable, to the property or to any and all activities thereon.

Lot, Unit or Parcel

i. "Lot", "unit", "parcel" or words of similar purport mean any plot of ground shown on any recorded subdivision plat of the properties, other than the common area which is or shall be designated as "Tract A" on the plat and streets or other areas whether or not dedicated to public use, and generally includes all improvements thereon. "Unit estate," owner's lot" or words of similar purport consists of the components of ownership held by the owner of an individual lot, unit or parcel in the development; the same generally consists of an improved residential lot (the unit), a non-exclusive easement to use the common areas and, if applicable, an exclusive easement to use some part of the common or limited common areas.

Mortgage and First Mortgage

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

Mortgagee

k. "Mortgagee" means any person named as the obligee under any mortgage, or the successor in interest to such person.

Owner

l. "Owner" means the record owner, whether one or more persons, of the fee simple title to any lot, including contract sellers, but excluding any other person holding such fee simple title merely as security for the performance of an obligation.

Person

a. "Person" means any natural person or artificial legal entity, unless the context otherwise expressly requires.

Platted Lands

n. "Platted lands" means all of SUTTON PLACE, a planned unit development or subdivision.

Property

o. "Property" or "properties" means all of the platted lands, hereinabove described, and such portions of any unplatted lands to which this Declaration may be extended from time to time; such terms are, when used collectively, generally synonymous with the term "development."

Recorded

p. "Recorded" means filed for record in the Public Records of Hillsborough County, Florida.

Section or Block

q. "Section" or "block" means, with respect to the platted lands, each portion of the property subjected to the provisions of any Amended or Supplemental Declaration, but excluding the common area.

Supplemental or Amended Declaration

r. A "Supplemental Declaration" or "Amended Declaration" means any Declaration hereafter recorded for the purpose of supplementing or amending this Declaration or extending the provisions of this Declaration to all or any portion of any properties not herein expressly described.

Unplatted Lands

s. "Unplatted lands" means those lands situated in Hillsborough County, Florida not herein expressly described.

The Work

t. "The Work" means the initial development of all or any portion of the properties as a residential community, by Developer's construction and installation of streets, buildings, and other improvements, and the sale or leasing thereof by Developer.

VA

u. "VA" means the Veterans Administration of the United States of America and its successors.

Construction and Interpretation

1.02. Unless the context expressly requires otherwise, the use of the

singular or plural tense shall include the other, the use of one gender includes all genders, and the use of the term "including" or "include" is without limitation. Wherever any time period in this Declaration, the Articles or the Bylaws is measured in days, "days" means consecutive calendar days, and if such time period expires on a Saturday, Sunday, or legal holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday, or legal holiday. Unless the context expressly requires otherwise, the terms "common area," "common elements," "lot," "unit," "parcel," "platted lands," "properties" and "unplatted lands" shall include any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability and desirability of the property as a residential community by providing a common plan for the development and enjoyment thereof. The headings used in this Declaration, or any other document described in this Article, are for indexing purposes only and are not to be used to interpret, construe or apply its substantive provisions.

ARTICLE II

PROPERTY RIGHTS

Owners' Easements of Enjoyment

2.01. Every owner has a non-exclusive right and easement of enjoyment in and to the common area, that is appurtenant to and shall pass with the title to every lot, subject to the following:

Fees and Assessments

a. The Association's right to make assessments with respect to the properties and to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area.

Suspension and Fines

b. The Association's right to suspend the voting rights of any owner for any period during which any assessment against such owner's lot remains unpaid, to suspend such owner's right to use any recreational facility owned or controlled by the Association for the same period, and to fine any owner or suspend his right to the use of any recreational facility for a period not to exceed sixty (60) days for any infraction of the Association's rules and regulations.

Dedication

c. The Association's right to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by its members. Such dedication or transfer shall require the consent and approval of eligible first mortgage holders representing at least fifty-one percent (51%) of the votes of unit estates that are subject to mortgages held by eligible holders, and be executed by at least sixty-seven percent

(67%) of each class of members with the formalities from time to time required for a deed under the laws of the State of Florida

Rules and Regulations

d. The Association's right to adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the common area, as hereafter provided.

Parking Rights

e. Each individual owner's right to the exclusive use of parking spaces.

Conveyance of Common Area to Association

2.02. The Developer shall convey the common area to the Association simultaneously with the conveyance of the first lot to an owner.

Delegation of Use

2.03. Any owner may delegate his right of enjoyment and other rights in the common area to:

- a. All family or household members of such owner.
- b. Such owner's tenants or contract purchasers.
- c. All family or household members of such tenants or purchasers, provided the foregoing actually reside upon such owner's lot.

Any delegation to or any of the foregoing or their invitees is subject to the Association's rules and regulations.

Right of Access

2.04. Each owner of any lot that otherwise lacks legal access to a dedicated public street has an easement for pedestrian and vehicular ingress and egress over, across and through the common area. Such easement is exclusive as to any driveway situated in whole or in part upon the common area and servicing such owner's lot exclusively, but it otherwise is non-exclusive. The extent of such easement is that reasonably necessary to provide convenient access to and from such owner's lot. Notwithstanding the foregoing, the rights herein granted and the right to use the area designated on the Plat as Tract A, is subject to the rights of parking which accrue to each lot owner as defined in this Article II and which are assigned by the Association, and is limited to those paved portions of the common area improved for such use by Developer as part of the work or thereafter so improved by the Association.

Rights of Use

2.05. The Association additionally may assign to any lot or lots an exclusive right of use for any postal, refuse storage and collection, and other facilities from time to time maintained by the Association upon the

common area, for the use of any or all owners severally. If any such facility is not available for use by all owners, then all costs of installing, maintaining, repairing, servicing and replacing the same shall be assessed against the lots granted such exclusive right of use as provided in Article V, of this Declaration.

Reciprocal Easement

2.06. There are reciprocal appurtenant easements between each lot and such portion or portions of the common area adjacent thereto, and between adjacent lots, for the maintenance, repair and reconstruction of any party wall or walls, as provided in Article VII of this Declaration; for lateral and subjacent support; for overhanging roofs, eaves and trees, if any, installed by Developer as part of the work, and for replacements thereof; for encroachments caused by the unwillful placement, settling or shifting of any improvements constructed, reconstructed or altered thereon in accordance with the provisions of this Declaration; and for the drainage of ground and surface waters in the manner established by Developer as part of the work. 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 subjacent support and overhangs is that reasonably necessary to effectuate their respective purposes, and such 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. There is no easement for overhangs or encroachments caused by willful or intentional misconduct by any owner, tenant or the Association.

Lot and Common Area Encroachments

2.07. If any portion of the common area by virtue of the work performed by Developer 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 in favor of the owner of a lot by virtue of the work performed by Developer encroaching upon the common area or upon an adjoining lot or lots. A valid easement for the encroachment and for the maintenance of the same shall exist, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the common area or on the lots for the purposes of marketability of title. In the event a building on the common area or a lot or any portion thereof is destroyed and then rebuilt, the owners of the lot or lots shall agree that said encroachments of parts of the common area of 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 in favor of the owner of the lot or lots.

All Rights and Easement Appurtenances

2.08. The benefit of all rights and easements granted by this Article or by any Amended or Supplemental Declaration, constitutes a permanent appurtenance to, and shall pass with, the title to every lot enjoying such benefit. The benefit of such rights and easements over, across and through the common area may be subdivided among not more than seventy (70) lots, including Tract A. Whenever any such right or easement is described as non-exclusive by this Article, or by any Amended or

Supplemental Declaration, its benefit nevertheless is exclusive to all lots granted such benefit by this Article, or by such Amended or Supplemental Declaration, unless this Article, or such Amended or Supplemental Declaration expressly grants such benefit to additional persons. In no event shall the benefit of any such easement extend to the general public.

Dedication of Utility Easements

2.09 Developer hereby dedicates those portions of the common area where utility facilities may be installed for use by all utilities, including water, sewer, electricity, telephone and cable television for the construction and maintenance of their respective facilities servicing the properties; and Developer hereby grants to such utilities, jointly and severally, easements for such purpose. The location and extent of such easements is as shown on any recorded subdivision plat of the properties or other recorded instrument defining the same. In the absence of such express designation, such easements shall be located and extend seven and one-half (7 1/2) feet on either side of the center line of each facility respectively installed by each utility or the Developer within the common area, as part of the work prior to the conveyance by the Developer as part of the work is included within any easement area. Subsequent to Developer's conveyance, additional easements may be granted by the Association for utility purposes only as provided in this Declaration. In the event any governmental authority or any utility fails to repair any damage to the common area caused by the installation or repair of its facilities, then the Association shall make such repairs and the Association shall not have any claim against such governmental authority or utility by reason thereof, and any and all such dedicated easements shall be considered private and not public.

Common Area Easements

2.09 The common area as provided in this Declaration is defined to include easements under each lot for the benefit of each respective lot owner, serviced by said easements for all conduits, pipes, ducts, plumbing, wiring and all other facilities necessary for the furnishing of utility services to lots, which easements shall be maintained exclusively by the Association.

2.10 Easements for drainage are hereby granted to the Association, as private easements, subject to being dedicated to the public as may be delineated on the recorded subdivision plat. The use of such easements is limited strictly to drainage and utility purposes or both. No rights are granted to the general public with respect to any body of water, natural or artificial, from time to time existing within such easement areas, as all riparian rights in and to such bodies of water are hereby reserved exclusively for the private benefit of the Association and the persons entitled to make such use under the applicable provisions of this Declaration of Easements, Covenants, Conditions and Restrictions.

Antennas

2.11. No commercial or noncommercial television, radio or communication masts, towers, poles, antennas, aerials or appurtenances, whether for the purpose of public or private transmission or reception of communications or broadcasts, shall be erected, constructed, maintained or allowed to remain on any lot in such a manner as to be visible from the exterior of such lot; however, with the approval of the Developer or the Association, a master television and radio antenna or cable system may be installed on the common area if its use is made available to all lots and their owners.

Use of Lots

2.12. Each lot shall be conveyed as a separately designated and legally described freehold estate, subject to the terms, conditions and provisions of this Declaration, and the following general covenants and use restrictions:

Land Use and Building Type

a. No lot shall be used except for residential purposes, and no building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family townhouse dwelling not to exceed two stories in height. At no time shall any unit or townhouse be occupied by more than one (1) family whose members are lawfully related by blood or marriage.

Nuisances

b. 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 neighborhood.

Temporary Structures

No structure of a temporary character, or trailer, tent, mobile home, boat or recreational vehicle shall be permitted on any lot at any time or used on any lot at any time as a residence, either temporarily or permanently, except as permitted in this Article II. No gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any residential structures built on this property or any ancillary buildings, and all gas tanks, gas containers and gas cylinders shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative wall approved by the Architectural Control Committee referred to in Article VI of this Declaration.

Damage to Buildings

1. In the event a dwelling unit is damaged, through Act of God or other casualty, the owner of the lot upon which the dwelling is located shall promptly cause his dwelling unit to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the Association to enforce this

provision so that each lot owner complies with this responsibility to repair and rebuild. To accomplish the requirements of this section, each owner shall insure his dwelling unit at the highest insurable value.

Commercial Trucks, Trailers, Campers and Boats

e. No trucks in excess of three-quarter (3/4) ton and no commercial vehicles, including vans used for commercial purposes, campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of any other description shall be permitted to be parked or to be stored at any place on any lot in this property, except only during the periods of approved construction on said lot and except that they may be stored within garages, behind patio walls or in areas designated by the Association, if any, if not visible from the streets or roadways, or from other lots or parcels. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services. Non-commercial vans used for personal purposes shall not be prohibited.

Fences

f. No fence, wall or other structure shall be erected in the front yard, back yard or side yard setback areas, except those originally installed by Developer or his assignee, unless it is approved prior to construction by the Architectural Control Committee.

Garbage and Trash Disposal

g. No garbage, refuse, trash or rubbish shall be deposited on any lot except in areas designated for such purpose; provided, however, that the requirements from time to time of Hillsborough County or any other governmental authority for disposal or collection of same shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

Drying Areas

h. No clothing, laundry or wash shall be aired or dried on any portion of any lot or roadway. Drying areas will be permitted only in locations approved by the Architectural Control Committee and only when protected from view by screening or fencing approved by the Committee.

Lawful Conduct

i. No immoral, improper, offensive or unlawful use shall be made of any lot or other improvements. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

Window Treatment

j. No lot owner may display any drapes, curtains, or other window treatment that, when as viewed from the outside of a residence, is of a color other than white or beige. No windows may be tinted or covered with reflective materials without the consent of the Architectural Control

Committee.

Violations

k. In the event of a violation of these covenants and restrictions, or of any rule properly promulgated by the Board of Directors of the Association, the Association may, as an additional remedy, provide written notice of the violation to the unit owner of record, and if the said violation shall continue for a period of seven (7) days from the receipt of the written notice, the unit owner may be assessed an amount up to Five Dollars (\$5.00) per day, per violation. This assessment shall be considered in the same manner as a specific assessment, defined in Article V, and those terms of this Declaration providing for the recording of the assessment lien, together with its enforcement and collection, shall also apply.

Animals

1. No animals, livestock or poultry shall be raised, bred or kept anywhere within the properties, except that a dog not to exceed twenty-five (25) pounds in weight, a cat or other customary household pet owned by the original lot owner prior to his acquisition of a unit from the Developer may be kept on a lot subject to any rules and regulations adopted by the Association; provided such animals are not kept, bred or maintained for any commercial purpose and are not replaced upon their loss or death by the lot owner. At no time shall any dog, cat or other animal be allowed to roam freely on the property; such pet shall either be restricted by a leash or caged enclosure when not maintained within the enclosed portion of a lot. The Association shall designate an area for walking of dogs and cats, and shall be entitled to collect from each dog or cat owner an initial non-refundable fee in an amount not to exceed Two Hundred and no/100ths Dollars (\$200.00) per lot, payable to the Association within thirty (30) days from the date an owner allows a dog or cat to be brought on the property; to defray the cost of maintenance of common areas necessary for accommodation of the animals on the property; in addition, the Association may charge an annual fee for each dog or cat owned, the amount to be set by the Board of Directors.

Leasing Restrictions

k. With respect to any lot or unit, every lease or rental agreement shall be in writing and be subject to the requirements of the constituent documents and the Association; a duplicate fully executed original of same must be filed with the Association prior to occupancy of a unit by a tenant. Every owner and tenant shall be required to furnish to the Association such information as it may reasonably request, including names, number and relationship of all occupants, credit, employment and financial histories, and such other information as may be necessary for the proper administration of the Association and the enforcement of the development documents. No unit may be leased or rented for less than thirty (30) days. The Association may charge a reasonable fee for approving, investigating and processing any lease, and for maintaining and updating the Association files and records with respect thereto.

Parking Rights

2.13. The owner of each lot shall have, with respect to said lot, an exclusive right to use two (2) automobile parking spaces situated upon the common area, together with the right of vehicular ingress and egress thereto over, across and through such portion of the common area, improved for such use by Developer as part of the work or thereafter so improved by the Association, subject to the limitations specified in this Article. The Association may assign one (1) or more of such exclusive parking spaces permanently to each such lot, provided such space or spaces shall be as near and convenient to such lot as is reasonably practicable.

General Restrictions

2.14. Except as expressly provided in this Declaration by the Association's prior written consent or in accordance with the Association's rules and regulations:

Obstructions

a. There shall be no obstruction of the common area nor shall anything be kept or stored on the common area.

Alterations

b. Nothing shall be altered on, constructed upon or removed from the common area.

Activities

c. No activity shall be permitted in or upon the common area.

Signs

d. No sign of any kind shall be displayed to the public view within the properties, except those as may be allowed upon application to and approval of the Architectural Control Committee.

Waterbodies and Retention Areas

2.15. The Board of Directors, from time to time may regulate or prohibit any and all uses and activities in, upon and about any waterbody or retention area situated in whole or in part on the common area.

General Prohibitions and Indemnity

2.16. No activity is permitted nor shall any object or substance be kept, stored or emitted anywhere within the properties in violation of law. No noxious, destructive or offensive activity is permitted anywhere within the properties, nor shall anything be done therein that may constitute an annoyance or nuisance to any owner or to any other person at any time lawfully residing within the properties. Each owner shall defend, indemnify and hold the Association and all other owners harmless against all loss from any such damage or waste caused by such owner or by

any family or household member residing on such owner's lot. Notwithstanding the foregoing or any other provision of this Declaration to the contrary, an owner's liability to the Association for unintentional acts or omissions shall be limited to the available proceeds of any and all insurance maintained by such owner. If, at the time of such act or omission, such owner has insurance in force insuring against such loss or damage and complying with such reasonable requirements as the Association from time to time may establish. Collectibility of such proceeds is at the Association's risk. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any owner because of any unintentional act or omission for which such owner is responsible under this section. The indemnification provisions of this section shall in no way be construed to make an owner an insurer of the Association or the common area. The Association shall be responsible for insuring itself and the common area all in accordance with Article IX of this Declaration.

Rules and Regulations

2.16. No owner or other person residing within the properties or invitee shall violate the Association's rules and regulations for the use of the lots or the common area, and all owners and other persons residing within the properties, including their invitees, at all times shall do all things reasonably necessary to comply with the same. Wherever any provision of this Declaration, or any Amended or Supplemental Declaration, prohibits any activity, condition or structure within the properties except as permitted by the Association's rules and regulations, such restriction or prohibition is self-executing until the Association promulgates rules and regulations expressly permitting such activities. Without limitation, any rule or regulation shall be deemed "promulgated" when posted conspicuously at such convenient location within the properties as the Association from time to time may designate for such purposes. If any conflict should exist between the Association's rules and regulations and this Declaration, the Articles or Bylaws, the Developer intends that the provisions of the latter shall control notwithstanding anything in such rules and regulations to the contrary.

Ownership Rights Limited to Those Enumerated

2.17. No transfer of title to any lot shall pass any rights in or to the common area except as expressly enumerated in this Declaration or any applicable Amended or Supplemental Declaration. No provision in any deed or other instrument of conveyance of any interest in any lot shall be construed as passing any such right, title or interest except as expressly provided in this Declaration or applicable Amended or Supplemental Declaration. The conveyance of the common area by Developer to the Association shall vest in the Association exclusively all riparian rights in and to any stream, pond, lake or other waterbody situated thereon, in whole or in part, notwithstanding the fact that any lot is shown or described as abutting the same. Such conveyance additionally shall vest in the Association the underlying fee simple title or right of reverter, as the case may be, to any street, utility easement or other area, if any, dedicated to public use and situated upon or abutting, the common area, notwithstanding the fact that any lot also is shown or described as abutting the same.

Provisions Inoperative as to the Work

2.18. Nothing contained in this Declaration shall be interpreted, construed or applied to prevent Developer, its transferees or its or their contractors, subcontractors, agents and employees, from doing or performing on all or any part of the properties owned or controlled by Developer or its transferees, whatever they determine to be reasonably necessary or convenient to complete the work, including:

Construction and Disposition

a. Erecting, constructing and maintaining such structures as may be reasonably necessary or convenient for the conduct of Developer's business of completing the work, establishing the properties as a residential community and disposing of the same in parcels by sale, lease or otherwise.

Operation of Business

b. Conducting thereon its or their business of completing the work, establishing the properties as a residential community and disposing of the properties in parcels by sale, lease or otherwise.

Advertisement

c. Maintaining such sign or signs as may be reasonably necessary or convenient in connection with the sale, lease or other transfer of the property in parcels.

Professional Management Contracts

d. Entering into such professional management contracts as the Developer may deem advisable prior to the time control of the development is passed to the Association, i.e., the termination of the Class B membership; however, Developer cannot directly or indirectly bind the Association unless the contract includes a right of termination without cause that the Association can exercise at any time after the transfer of control, without the payment of any penalty and without advance notice of more than ninety (90) days.

Developer's Transferees and Easements

2.19. As used in the immediately preceding section, the term Developer's "transferees" specifically does not include purchasers of lots improved as completed residences. Developer hereby reserves temporary easements over, across and through the common area for all uses and activities necessary or convenient for completing the work, such easements to be exercised so as not to cause any material damage to the common area, or to interfere unreasonably with any use of the common area that is from time to time authorized by the Association. Such easements shall continue so long as Developer prosecutes the work with due diligence and until Developer no longer offers any lot within the properties for sale or lease in the ordinary course of Developer's business.

Access by Certain Parties

2.20. The United States Postal Service and its successors, 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 area, 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 or garbage removal services, to any lot within the property or to any person within the properties, 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.

Access by Association

2.21. The Association has a right of entry onto the exterior of each lot to the extent reasonably necessary to discharge its duties of exterior maintenance, if any, and into the interior of each lot for the purpose of servicing the utility easements described in this Article II, or for any other purpose reasonably related to the Association's performance of any duty imposed or the exercise of any right granted, by this Declaration. Such right of entry shall be exercised in a reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into any improvement upon any lot shall not be made without the consent of its owner or occupant for any purpose, except pursuant to court order or other authority granted by law. No owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees and contractors.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Membership

3.01. Every owner of a lot that is subject to assessment is a member of the Association. If title to a lot is held by more than one person, each such person is a member. An owner of more than one lot is entitled to one membership for each lot owned. Each membership is appurtenant to the lot upon which it is based and is transferred automatically by conveyance of title to that lot. No person other than an Owner may be a member of the Association, and a membership in the Association may not be transferred except by the transfer of title to a lot; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an owner who is a contract seller to his vendee in possession.

Voting

3.02. The Association has two (2) classes of voting membership:

Class A

a. So long as there is Class B membership, Class A members are all owners except Developer and are entitled to one (1) vote for each lot owned. Upon termination of Class B membership, Class A members shall be all owners, including Developer so long as Developer is an owner of a lot. 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, however, no split vote shall be permitted. Prior to any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

Class B

b. The Class B member is the Developer and is entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

(1) One-Hundred and Twenty (120) days after seventy-five percent (75%) of the lots, excluding Tract A, have been conveyed to the Class A members.

(2) On the anniversary date three (3) years from the date of the conveyance of the first (1st) lot to an individual purchaser.

Certain owners may be granted exclusive voting rights or privileges with respect to certain matters; however, such owners shall exercise such rights or privileges in the capacity of Class A or Class B members as the case may be.

Amplification

3.03. The provisions of this Declaration are amplified by the Association's Articles of Incorporation and Bylaws, but no such amplification shall alter or amend substantially any of the rights or obligations of the owners set forth in this Declaration or in any amendment or supplement hereto. Developer intends that the provisions of this Declaration on the one hand, and the Articles of Incorporation and Bylaws on the other, be interpreted, construed and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Developer intends that the provisions of this Declaration or any applicable Amended or Supplemental Declaration control notwithstanding anything in the Articles of Incorporation or Bylaws to the contrary.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

The Common Area

4.01 Subject to the rights of owners set forth in this Declaration and any Amended or Supplemental Declaration, the Association has the exclusive management and control of the common area and all improvements thereon and all furnishings, equipment and other personal property related thereto. The Association shall keep the foregoing in good, clean, substantial, attractive, sanitary and serviceable condition, order and repair. The Association's duties with respect to the common area include the renewal of all streets, roads, improvements, equipment and personal property installed thereon by Developer as part of the work. The Association's duties also include the duty to repair under the circumstances outlined in this Article.

Maintenance

4.02 The following provisions with respect to maintenance shall apply to the properties:

a. The Association shall provide maintenance upon each lot and each lot is subject to assessment for such maintenance as provided in Article V, of the Declaration, as follows:

(1) Exterior maintenance, including but not limited to the repair, replacement and maintenance of roofs, gutters, downspouts, lawns, trees, shrubs, landscaped areas including the partially enclosed front yards of lots, walks, fences and other exterior improvements installed by Developer as part of the work, and their replacements. Association is responsible for the maintenance and repair of roads, water distribution systems to the point of the property line of each individual owner's lot, sewer collection system to the point of the property line of each individual owner's lot. In addition the association is responsible for the drainage system, including but not limited to structures, culvert pipe, and storm water detention/retention ponds and swells.

(2) Painting and repair of exterior building surfaces.

(3) Repair, replacement and maintenance of the utility easements located under each lot as described in Article II.

(4) The right to maintain irrigation systems along the exterior of each lot, and if desired, within the landscaped interior of a lot. The Association's duty of exterior maintenance does not include the maintenance, repair or replacement of any glass surfaces, exterior door, or any trees, shrubs, lawns or landscaped areas within any enclosed yard, patio or fully enclosed entry area including the enclosed rear patios of any lot, except that the Association will maintain and replace any hedge or other landscaping, if any installed by Developer as part of the work along the boundary between any lot and the common area. The Association also is not responsible for any maintenance, repair or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty; each owner promptly will correct any and all such casualty damage to such owner's lot within a reasonable time as specified below.

Responsibility of Owner

b The owner shall provide exterior maintenance as follows the cost for which each owner shall be individually responsible.

- (1) Repair or replacement of all glass surfaces on his lot.
- (2) Repair or replacement of exterior doors.
- (3) Replacement of any trees, shrubs, lawns or landscaped areas within a fully enclosed yard, patio or entry area, including the rear patios of an owner's respective lot.
- (4) Maintenance, repair or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty damage within or upon the lot of an owner.
- (5) Repair or replacement of any property whether upon such owner's lot or any other lot; or the common area, which repair or replacement is required because of any willful act of such owner, any member of such owner's family or household, or their respective guests or invitees.

Failure of Owner to Repair

c. 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:

- (1) 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.
- (2) Such owner does not when reasonably necessary replace any glass surfaces or exterior doors on such owner's lot.
- (3) Any maintenance, repair or replacement, whether upon such owner's lot, or any other lot, or common area, that is required because of any willful act of such owner, any member of such owner's family or household, or their respective guests or invitees.
- (4) Any owner fails promptly to repair or replace, as the case may be, any casualty damage to such owner's lot.
- (5) Such owner has failed to undertake the necessary maintenance or replacement within a reasonable period of time following written notice.

Upon the occurrence of the foregoing, and after reasonable prior notice to such owner and reasonable opportunity to be heard, the Association's Board of Directors by a vote of not less than sixty-seven percent (67%) 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 Article V, of this Declaration.

Services

4.03. The Association may obtain and pay for the services of any person to manage its affairs to the extent it deems advisable, as well as such other personnel as the Association determines are necessary or desirable for the proper operation of the properties, whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts. Without limitation, the Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the properties or the enforcement of this Declaration or any Amended or Supplemental Declaration, or any Articles, Bylaws or rules and regulations of the Association. The Association may contract with others to furnish trash collection, lawn care and any other services or materials to all lots, or to any group of lots; provided however, if such services or materials are furnished to less than all lots, then only those lots enjoying the benefit thereof shall be assessed for the cost thereof, as provided in Article V, of this Declaration, and provided further, each such owner's consent shall be required.

Personal Property

4.04. 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 Association's Bylaws.

Rules and Regulations

4.05. The Association from time to time may adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the lots, common area or any combination thereof, which rules and regulations shall be consistent with the rights and duties established by this Declaration, and any applicable Amended or Supplemental Declaration. The validity of the Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the properties as a residential community. All rules and regulations initially may be promulgated by the Board of Directors, subject to amendment or rescission by a majority of both classes of membership present and voting at any regular or special meeting convened for such purpose. 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.

Implied Rights

4.06. The Association may exercise any other right, power or privilege given to it expressly by law, this Declaration, any Amended or Supplemental Declaration, its Articles or Bylaws, and every other right, power or privilege reasonably to be implied from the existence of any right, power or privilege so granted or reasonably necessary to effectuate the exercise of any right, power or privilege so granted.

Restriction on Capital Improvements

4.07. Except for replacement or repair of items installed by Developer as part of the work, and except for personal property related to the common area, the Association may not authorize capital improvements to the common area without Developer's consent until termination of the Class B membership as described in Article III. At all times hereafter, all capital improvements to the common area, except for replacement or repair of those items installed by Developer as part of the work and except for personal property related to the common area, shall be approved by sixty-seven percent (67%) of each class of members who are present in person or by proxy and voting at a meeting duly convened for such purpose, as provided in Article X. of this Declaration.

ARTICLE V

COVENANT FOR ASSESSMENTS

Assessments Established

5.01. For each lot owned within the property whereupon all improvements have been actually completed by Developer, Developer hereby covenants, and each owner of any lot by acceptance of a deed thereto, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay to the Association the following:

- a. An Annual General Assessment.
- b. An Annual Exterior Maintenance Assessment.
- c. Special Assessments for Capital Improvements.
- d. Special assessments for property taxes levied and assessed against the common area or facilities.
- e. Specific assessments against any particular lot that are established pursuant to any provision of this Declaration or applicable Amended or Supplemental Declaration as provided in this Article.
- f. All excise taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.
- g. Any required contributions to the Working Capital Fund established under this Article.

All the foregoing, together with interest and all costs and expenses of collection, including reasonable attorney's fees, are a continuing charge on the land secured by a continuing lien upon the lot against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorney's fees, also is the personal obligation of the person who was the owner of such lot when such assessment fell due. Such personal obligation for delinquent assessments shall not pass to an owner's successors in title unless assumed expressly in writing; however, the above referred to lien shall continue to be enforceable against the lot.

Purpose of Assessments

5.02. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents within the properties and for the operation, management, maintenance, repair, servicing, renewal, replacement and improvement of the common area and the exteriors of those lots within the property. Each lot shall be assessed for this purpose by an "Annual Assessment" composed of the Annual General Assessment and Annual Exterior Maintenance Assessment and which shall be based upon the annual costs necessary to provide the service for which the assessment is made. The assessment shall be made on a calendar year basis, collected monthly, as provided in 5.03 below. To effectuate the foregoing, the Association shall levy the Annual Assessment composed of the following:

Annual General Assessment:

a. An Annual General Assessment to provide and be used for the operation, management, maintenance, repair and servicing of the property, services and facilities related to the use and enjoyment of the common area, including the payment of taxes and insurance on the common area and the cost of labor, equipment, materials, management and supervision thereof, and all other general activities and expenses of the Association, including reserves for any and all of the foregoing, except exterior maintenance upon any lot.

Exterior Maintenance Assessment

b. An Annual Exterior Maintenance Assessment to provide and be used for the exterior maintenance, repair, servicing, renewal, replacement and improvements of the exterior of each lot, including reserves for any and all of the foregoing.

Maximum Annual Assessment

5.03. The amount of the Annual Assessment, as determined in accordance with the foregoing 5.02, shall be fixed by the Board of Directors at least thirty (30) days in advance of each annual assessment period which period shall be the calendar year. Written notice of the assessment shall be given to every owner. The Annual Assessment shall be payable in equal monthly installments equal to one twelfth (1/12) of the Annual Assessment. The Board of Directors of the Association may in its own discretion, amend the manner in which assessments are collected to quarterly, semiannually, annually or any other manner, or allocated as may be required to fit the needs of the Association. If any owner defaults in payment of any installment for a period of thirty (30) days, the Association, at the option of its Board of Directors, may declare the unpaid balance immediately due and payable. Until January 1, of the year immediately following the recording of this Declaration, the Authorized Annual Assessment will not exceed Five Hundred and no/100ths Dollars (\$500.00) per lot; ninety-five percent (95%) thereof shall be allocated to the Annual General Assessment, and five percent (5%) to the Annual Exterior Maintenance Assessment.

Increases Without Vote of Membership

a. From and after January 1, of the year immediately following the conveyance of the first lot to an owner, the maximum Authorized Annual Assessment may be increased each year not more than five percent (5%) above the maximum authorized assessment for the previous year without a vote of the membership.

Increases Upon Vote of Membership

b. From and after January 1, of the year immediately following the conveyance of the first lot to an owner, the maximum Authorized Annual Assessment may be increased above five percent (5%) by a vote of sixty-seven percent (67%) if each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Power of Directors

c. The Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum Authorized Annual Assessment.

Property Taxes

5.04 Because the interest of each owner in the common area is an interest in real property appurtenant to each lot, and because no person other than an owner has the right to the beneficial use and enjoyment of the common area, Developer intends that the value of the interest of each owner in the common area entitled to its use be included in the assessment of each such lot for local property tax purposes. Developer further intends that any assessment for such purposes against the common area 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 area with the result that the local real property taxes in any given year are assessed to the Association with respect to the common area in excess of Five Hundred and no/100ths Dollars (\$500.00), then the amount of such excess may be specially assessed by the Board of Directors, in its discretion. Such special assessment shall be calculated by first determining the amount of such excess with respect to the common area, then dividing same by the number of lots within the property; the quotient shall be the amount of such special assessment against each lot. In the Board's discretion, such special assessment 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. Such special assessment is not an increase in the Annual Assessment subject to the limitations of the preceding section of this Article.

Special Assessments for Capital Improvements

5.05. In addition to the Annual Assessment, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, renewal, repair or replacement of a capital improvement upon the common area, including related fixtures and personal property, provided that any such assessment with respect to the common area is approved by sixty-seven percent (67%) of such class of members who are present in person or by proxy and voting at a meeting duly convened for such purpose, as provided in Article X, of this Declaration.

Specific Assessments

5.06. Any and all accrued liquidated indebtedness or fines of any owner to the Association arising under any provision of this Declaration or any applicable Amended or Supplemental Declaration, including any indemnity contained herein, or by contract express or implied, or because of any act or omission of any owner or of any owner's family or household members, also may be assessed by the Association against such owner's lot after such owner fails to pay the same when due and such default continues for thirty (30) days after written notice.

Uniformity of Assessments

5.07. The Annual General Assessment and any Special Assessment for Capital Improvements shall be uniform throughout the property. The Annual Exterior Maintenance Assessment shall be uniform throughout each section of the property enjoying its benefit, but may vary from section to section within the properties to reflect actual or projected variance in maintenance costs among sections because of significant differences in the design, construction or materials providing a reasonable basis for actual or projected maintenance or replacement costs. All monies received from any Annual Exterior Maintenance Assessment shall be allocated by the Board of Directors to separate budgetary accounts and may not be used for any other purposes without the approval of sixty-seven percent (67%) of the owners enjoying their benefit who are present in person or by proxy and voting at a meeting duly convened for such purpose, as provided in Article X of this Declaration, except that only such owners enjoying said benefit shall be counted in determining the quorum requirements of such approval.

Developer's Assessment

5.08. Notwithstanding the foregoing requirement of uniformity, or any other provision of this Declaration, or of the Association's Articles of Incorporation or Bylaws, to the contrary, the Annual Assessment against any lot on which all improvements have been completed and in which Developer owns any interest and is offered for sale by Developer, for so long as there is Class B membership in the Association, may be fixed by the Board of Directors annually in an amount not less than one percent (1%), nor more than one hundred percent (100%), of the amount of the applicable Annual Assessment against lots owned by the Class A members of the Association then in effect. Upon termination of the Class B membership in the Association, the Annual Assessment against any lot in which Developer owns any interest and is offered for sale, whereupon all improvements have been actually completed, shall be one percent (1%) of the applicable amount established against lots owned by the Class A members of the Association, other than Developer. Notwithstanding the foregoing, for the first year of operation of the Association, if actual Association expenses exceed actual revenues generated by the Annual Assessment, any shortfall or deficit will be paid by the Developer. Upon transfer of title of a Developer-owned lot other than for purposes of development, such lot shall be assessed in the applicable amount established against lots owned by the Class A members of the Association, prorated as of and commencing with the date of transfer of title to the Class A member. Notwithstanding the foregoing, those lots from which Developer derives any rental income, or holds an interest as Mortgagee or contract seller, shall be assessed at the same amount from time to time established for similar lots owned by Class A members of the Association, prorated as of and commencing with the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession, as the case may be.

5.09. The Annual Assessment assessments with respect to any lot on the first day of the month following the completion of all improvements thereon and the recording of a transfer of title by Developer of the common area to the Association. The first Annual Assessment against any lot shall be prorated according to the number of months then remaining in the calendar year. Regardless of when the Annual Assessment commences as to any lot, such lot shall be deemed "subject to assessment" within the provisions of this Declaration, the Association's Articles of Incorporation and Bylaws, from and after the date this Declaration has been recorded. Upon demand, and for a reasonable charge, the Association shall furnish to any interested person a certificate signed by an officer of the Association setting forth whether the Annual Assessment against a specific lot has been paid and, if not, its unpaid balance. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Liens for Assessments

6.10. All sums assessed to any lot, together with interest and all costs and expenses of collection including reasonable attorneys' fees for services rendered prior to the commencement of judicial proceedings, negotiation, trial and appellate representation, are secured by a 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. Except for liens for all sums secured by such First Mortgage, all other liens acquiring liens on any lot after this Declaration is recorded are deemed, to consent that their liens are inferior to the lien established by this section, whether or not such consent is specifically set forth in the instrument creating such lien. The recording of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, whether, of the existence of the Association's lien and its priority. A lien for assessments may be perfected by the recording of Claim of Lien in the public records of Hillsborough County, Florida, in the manner generally prescribed for the filing of similar claims for assessments by a condominium association.

Remedies of the Association

3.11. Any assessment not paid within thirty (30) days after its due date bears interest at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose its lien against such owner's lot. No owner may waive or otherwise escape liability for the Association's assessments by nonuse of the common area or by abandonment of such owner's lot. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving or otherwise impairing the security of the Association's lien or its priority.

Foreclosure

5.12. The lien for sums assessed pursuant to this Article may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees for services rendered prior to the commencement of judicial proceedings, negotiation, trial and appellate representation. All such costs and expenses are secured by the lien foreclosed. The owner also is required to pay to the Association any assessments against the lot that become due during the period of foreclosure, which also are secured by the lien foreclosed, and shall be accounted and paid as of the date the owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the lot foreclosed, or to acquire such lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with such lot as its owner for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgment against the owner for such deficiency.

Homesteads

5.13. By acceptance of a deed thereto, the owner of such lot is deemed to acknowledge conclusively that the Annual Assessment established by this Article is for improving and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

Subordination of Lien

5.14. The lien for the assessments provided in this Article is subordinate to the lien of any existing First Mortgage. Sale or transfer of any lot does not affect the assessment lien, except that the sale or transfer of any lot pursuant to foreclosure of any existing First Mortgage, or any proceeding in lieu thereof, extinguishes the assessment lien, as to payments that become due prior to such sale or transfer. No such sale or transfer relieves such lot from liability for assessments thereafter becoming due or from the lien thereof. The Association shall report to any encumbrancer of a lot any assessments remaining unpaid for more than thirty (30) days and shall give such encumbrancer thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the lot; provided such encumbrancer first shall furnish the Association with written notice of the encumbrance, designating the lot encumbered by a proper legal description and stating the address to which notices shall be given. Any encumbrancer holding a lien on a lot may pay, but is not required to pay, any amounts secured by the lien created by this Article, and, upon such payment, such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

Working Capital Fund

5.15. To insure that the Association will have the funds to meet unforeseen expenditures or to purchase any additional equipment or services, a working capital fund shall be established by the Association, and any amounts paid into this fund should not be considered as an advance payment of regular assessments. Each unit's share of the working capital fund shall be collected at the time the sale of the unit to a Class A member is closed and then should be transferred to the Association for deposit in a segregated fund.

ARTICLE VI

ARCHITECTURAL CONTROL

Architectural Control Committee

6.01. The Board of Directors shall appoint as a standing committee an Architectural Control Committee, composed of three (3) or more persons appointed by the Board, or, in the Board's discretion, the Board from time to time may constitute itself the Architectural Control Committee. No member of the Committee shall be entitled to compensation for services performed; however, the Board may employ independent professional advisors to the Committee and allow reasonable compensation to such advisors from Association funds. Committee members need not be owners. In its discretion, the Board may appoint a subcommittee for any particular section of the properties and delegate to such subcommittee such of the Architectural Control Committee's duties, powers, and functions as the Board deems advisable with respect to that section.

Committee Authority

6.02. The Committee has full authority to regulate the use and appearance of the exterior of the properties to assure harmony of external design and location in relation to surrounding buildings and topography, and to protect and conserve the value and desirability of the properties as a residential community. The power to regulate includes the power to prohibit those exterior uses or activities inconsistent with the provisions of this Declaration or any Amended or Supplemental Declaration or contrary to the best interests of other owners in maintaining the value and desirability of the properties as a residential community. The Committee may adopt, promulgate, rescind, amend and revise reasonable rules and regulations in connection with the foregoing; provided, however, such rules and regulations are consistent with the provisions of this Declaration and any applicable Amended or Supplemental Declaration, and, if the Board has not constituted itself as the Committee, approved by the Board, prior to taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board in the name of the Association.

Committee Approval

6.03. No changes, alterations, additions, reconstruction, attachments or color change of any nature may be made to the exterior of any lot, including that portion of any lot not actually occupied by its improvements, except for replacement of items with any items identical to those installed by Developer as part of the work, unless approved by the Architectural Control Committee. The Committee's approval is not required for any changes, alterations or additions within an enclosed yard, fully enclosed rear entry patio or entry area and screened from view; provided, however, any trees or shrubs, capable of attaining a height in excess of the height of any walls, fencing or shrubbery as the case may be installed by Developer as part of the work, are subject to Committee approval. No owner may undertake any exterior maintenance of his lot that is the duty of the Association, as provided by this Declaration, without the Committee's prior approval. No exterior door or glass surface may be replaced by any owner without the Committee's prior approval unless the replacement is identical to that utilized by Developer as part of the work. Nothing may be kept, placed, stored or maintained upon the exterior of any lot, including any portion of any lot not enclosed by its improvements thereon, without the Committee's prior approval unless it is within an enclosed yard, fully enclosed rear entry patio or entry area and screened from view. Notwithstanding any provision of this Declaration to the contrary, the Committee's approval is not required for any structure, use or activity expressly permitted by the Committee's promulgated rules and regulations.

Procedure

8.04. All applications to the Committee for approval of any structure, use, activity, alteration, addition or color change required by the preceding section must be accompanied by detailed plans and specifications showing its nature, kind, shape, height, materials, location, color, approximate cost and estimated maintenance cost, together with such other drawings, documentation, models and information as the Committee reasonably may require. If the Committee does not approve or disapprove any application within thirty (30) days after receipt, the Committee's approval will be deemed given. In all other events, the Committee's approval must be in writing. If no application has been made to the Architectural Control Committee, an appropriate proceeding may be instituted at any time to enjoin or remove any structure, activity, use, change, alteration or addition in violation of the prohibitions contained in the preceding section of this Article. The Association or any owner additionally may resort immediately to any other lawful remedy for such violation. The Committee may deny any application upon the ground that the proposed structure, use, activity, alteration, addition or attachment will create an unreasonable maintenance burden upon the Association, or may condition its approval upon the owner's assuming responsibility for its repair, maintenance and replacement. The Committee additionally may condition the approval of any application upon the owner's providing reasonable security that the contemplated work will be submitted to the Committee. At the request of any owner, the Association from time to time will issue without charge a written certification that the improvements and other exterior items

situated upon such owner's lot have been approved by the Architectural Control Committee. If such is the case, the Committee from time to time may adopt, promulgate, rescind, amend and revise rules and regulations governing procedure in all matters within its jurisdiction. If the Board of Directors does not constitute itself the Architectural Control Committee, then provision must be made for review by the Board of decisions of the Architectural Control Committee, or any reasonable limitations and procedures as the Board deems advisable. The Board of Directors, or Architectural Control Committee, may appoint one or more persons to make preliminary review of all applications to the Architectural Control Committee and report such applications to the Committee with such person's recommendations for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board of Directors or the Architectural Control Committee deems advisable. In all events, the Association's procedures for review and enforcement of the Architectural Control provisions of this Declaration at all times shall provide any affected owner with reasonable prior notice and a reasonable opportunity to be heard in person and by representative of such owner's choosing.

Standards

5.05. All actions by the Board of Directors or Architectural Control Committee with respect to Architectural Control shall assure harmony of external design, materials and location in relation to surrounding buildings and topography within the properties, shall protect and conserve the value and desirability of the properties as a residential community, shall be consistent with the provisions of this Declaration, and shall be in the best interests of all owners in maintaining the value and desirability of the properties as a residential community.

Developer Consent

5.06. So long as Developer is a Class B member of the Association, all actions of the Architectural Control Committee require the Developer's approval.

ARTICLE VII

PARTY WALLS, RESUBDIVISION AND UTILITY CONNECTIONS

General Rules of Law to Apply

7.01. Each wall or fence built as a part of the work upon the property and placed on the dividing line between lots is a party wall or fence, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls or fences and liability for property damage caused by negligence or willful acts or omissions apply thereto.

Sharing of Repair and Maintenance

7.02. The cost of reasonable repair, maintenance and replacement of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Destruction by Fire or Other Casualty

7.03. If a party wall is destroyed or damaged by fire or other casualty and is not covered by insurance, any owner who has used the wall shall restore it, and, if other owners thereafter make use of the wall, they shall contribute to the cost of restoration in proportion to their use, all without prejudice to the right of any such owner to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

Weatherproofing

7.04. Notwithstanding any other provision of this Article, an owner who by his negligence or willful act causes any party wall to be exposed to the elements, or to infestation by termites or other injurious agencies, shall bear the whole cost of furnishing the necessary protection against such elements or agencies and of repairing all resulting damage.

Right to Contribution Runs with Land

7.05. The right of any owner to contribution from any other owner under this Article is appurtenant to the lots affected and shall pass to and bind each such owner's successors in title.

Number of Dwellings

7.06. No portion of the properties may be combined or re subdivided in any manner so as to increase the number of dwellings in the development from those established by such subdivision plat.

Utility Connection

7.07. All lots are served by a sanitary sewer and water system, and no septic tank or well may be installed on any lot.

ARTICLE VIII

OPERATION AND EXTENSION

Effect Upon Platted Lands

8.01. From and after the date this Declaration is recorded, all of the platted lands shall be held, sold and conveyed subject to the provisions of this Declaration, which are for the purpose of protecting

the value and desirability of, and which shall run with, the platted lands and be binding upon all parties having any right, title, or interest therein, or any part thereof, their respective heirs, successors and assigns, and shall inure to the benefit of the Association and each owner.

Effect Upon Unplatted Lands

8.02. With respect to any unplatted lands, the provisions of this Declaration are not self-executing and shall be of no legal force and effect with respect to any lands not included within the subdivision plat unless and until from time to time extended to all or any portion of any unplatted lands by recording an Amended or Supplemental Declaration which expressly incorporates this Declaration by reference. Upon the occurrence of the foregoing, the provisions of this Declaration thereupon shall run with such lands and be binding upon all persons having any right, title or interest therein or any part thereof, their respective heirs, successors and assigns. Until recordation of such Amended or Supplemental Declaration, neither this Declaration nor any provision hereof constitutes an encumbrance, cloud, doubt or suspicion upon the title to all or any portion of any unplatted lands. If the provisions of this Declaration have not been extended to all of any unplatted lands on or before June 1, 1993, then this Declaration shall be null, void and without further legal effect with respect to any portion of any unplatted lands as to which it has not been extended.

Procedure for Extension

8.03. All or any portion of any unplatted lands may be made subject to the provisions of this Declaration by the recording of an applicable Amended or Supplemental Declaration by the Developer from time to time, but no later than on or before June 1, 1993. The consent of the Association's Class A members shall be required to extend this Declaration pursuant to this section. Each such Amended or Supplemental Declaration shall set forth in detail the extent of exterior maintenance, if any, to be performed by the Association upon the lots encompassed thereby, and contain such additional, complimentary or supplementary easements, restrictions, conditions and covenants applicable to the lands encompassed thereby as are not inconsistent with the provisions of this Declaration. The recordation of such Amended or Supplemental Declaration automatically shall extend the benefit and burdens of the provisions of this Declaration to the portion of the properties described therein. Any such extension shall be approved by sixty-seven percent (67%) of the Class A members of the Association present in person or by proxy voting at a meeting duly convened for such purpose as provided in Article X.

ARTICLE IX

INSURANCE AND CASUALTY LOSSES AND CONDEMNATION

Insurance

9.01. Insurance, other than title insurance, which shall be carried

upon the common area shall be covered by the following provisions:

Authority to Purchase

a. All insurance policies upon the common area 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, personal dwelling unit, personal property or living expenses of any owner, but the owner may obtain such insurance at his own expense provided such insurance say not be of a nature to affect policies purchased by the Association.

Coverage

b. The following provisions shall control with respect to insurance coverage:

Casualty

(1) All buildings and improvements in the common area, and all personal property included in the common area, shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(b) Such other perils customarily covered with respect to buildings similar in construction, location and use, including vandalism and malicious mischief and those covered by a standard "all risk" endorsement.

Public Liability

(2) A comprehensive general liability insurance policy, covering all common areas, public ways and any other areas that are under the supervision and control of the Association, with coverage of at least One Million and no/100ths Dollars (\$1,000,000.00) for bodily injury and property damage for any single occurrence or in such greater amounts or coverage as may be required by the Board of Directors of the Association. The Liability insurance should include the following coverage:

(a) Bodily injury and property damage that results from the operation, maintenance or use of the common areas and facilities.

(b) Any legal liability that results from law suits related to employment contracts in which the Association is a party and which are not covered under any other policy.

Worker's Compensation Policy

(3) In such an amount as to meet the requirements of law.

Fidelity Bonds

(4) A blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services, naming the Association as an obligee and including a provision calling for ten (10) days written notice to the Association and any servicer that services a mortgage with respect to the development that is owned by the Federal National Mortgage Association (FNMA) or other eligible mortgagee. The fidelity bond should cover the association funds that will be in the custody of the Association or its management agent at any time while the bond is in force, and in addition, the fidelity bond coverage must at least equal the sum of three (3) months' assessments on all lots or units in the development. The premiums for such coverage shall be deemed a common expense of the Association.

Other

(5) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

Premiums

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

Proceeds

d. All insurance policies purchased by the Association shall be for the benefit of the Association and its mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association.

Distribution of Proceeds

Proceeds of insurance policies received by the Association shall be distributed and used by the Association as the Board of Directors may determine.

Reconstruction or Repair After Casualty

9.02. The Board of Directors, in its sole discretion, shall determine whether or not any damaged portion of the common area shall be repaired or replaced.

Condemnation

9.03. In the event that any portion of the common area 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 area 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.

Insurance on Lots

9.04. Each owner of a lot shall obtain insurance coverage upon the lot insuring the dwelling unit located thereon in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Such coverage shall afford protection against:

Fire and Hazard

a. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

Other Coverage

b. 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 on the land, including but not limited to vandalism and malicious mischief.

The owner shall furnish proof of such insurance to the Association at the time of purchase of a lot and shall furnish proof of renewal of such insurance on each anniversary date thereof. If an owner shall fail to provide such insurance the Association may obtain such insurance and shall assess the owner for the cost of same in accordance with the provisions of this Declaration.

Representation

9.05. The Association shall be designated to represent the lot owners in any proceedings, negotiations, settlements or agreements with respect to the handling of any losses or proceeds from condemnation, destruction or liquidation of all or part of the development, or from its termination, and, to the extent permitted by law, each owner shall be deemed to have appointed the Association as an attorney-in-fact for this purpose.

ARTICLE X GENERAL PROVISIONS

Enforcement

10.01. The Association, in addition to the power upon notice and hearing before its Board of Directors to impose fines and issue cease and desist orders, or any owner, shall have the right to enforce, by any

appropriate proceeding whether at law or in equity or before the Board, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration or any Amended or Supplemental Declaration or both. The

party enforcing the same additionally has the right to recover all costs and expenses incurred, including reasonable attorneys' fees for all negotiations and trial and appellate proceedings, if any. If the Association enforces the provisions of this Declaration against any owner, the costs and expenses of such enforcement, including such reasonable attorneys' fees, may be assessed against such owner's lot, as provided in Article V. Failure by the Association or by any owner to enforce any covenant or restriction contained herein shall not be deemed a waiver of the right to do so at any time. If these restrictions are enforced by any owner or class of owners, such owner or owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board of Directors.

Duration of and Amendment to Declaration

10.02. The provisions of this Declaration shall run with and bind the platted lands and all other lands to which it is extended as provided in Article VIII, and shall inure to the benefit of and be enforceable by the Association or any owner, their respective heirs, successors and assigns, until June 1, 2033, whereupon they automatically shall be extended for successive periods of ten (10) years; provided, however, if in the sole event the foregoing is construed by a court of competent jurisdiction to render the provisions of this Declaration unenforceable after June 1, 2033, then in such event only, the provisions of this Declaration shall run with and bind all lands now or hereafter subject to its provisions for a period of ninety-nine (99) years from the date this Declaration is recorded, whereupon it shall cease and expire and be without further legal force and effect unless prior thereto a majority of the members present in person or by proxy and voting at a meeting duly convened for such purpose elect to reimpose its provisions. In all events and except as expressly provided otherwise in Article VIII, this Declaration may be amended within the first twenty (20) year period by an instrument executed by the Association with the formalities from time to time required of a deed and signed by not less than ninety percent (90%) of all owners and thereafter by such instrument signed by not less than seventy-five percent (75%) of all owners. No amendment shall be effective until recorded, and the Association's proper execution thereof shall entitle the same to public record, notwithstanding the informal execution thereof by the requisite percentage of owners.

Meeting Requirements

10.03. Whenever any provision of this Declaration requires any action to be approved by the membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all members not less than thirty (30) days, nor more than sixty (60) days, in advance of

such meeting, setting forth its purpose. At such meeting, the presence of members or proxies entitled to cast at least sixty percent (60%) of the votes of each class of membership constitutes a quorum. If the action must be approved by both classes of membership, or of the Class A members, it must be approved by the Class A members only, or of the affected owners, if it must be approved by the affected owners only. If the required quorum is not forthcoming, another meeting may be called subject to the same notice requirements; and the required quorum at any such subsequent meeting will be reduced to one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Approval of Eligible Holder, Insurer or Guarantor

10.04. As long as there is a Class B membership the following actions will require the approval of the Federal Housing Administration or the Veterans Administration, provided that such agency has insured or guaranteed any mortgages encumbering any lot or lots in the subdivision, and any eligible holder, insurer or guarantor as defined in Article XI, (i) annexation of additional properties, (ii) dedication of common area and (iii) amendment of this Declaration of Easements, Covenants, Conditions and Restrictions.

Severability

10.05. Invalidation of any particular provision of this Declaration, or any Amended or Supplemental Declaration, by judgment or court order shall not affect any other provision, all of which shall remain in full force and effect.

Joinder

10.06. Florida National Bank as a Mortgagee, shall join in this Declaration only for the purpose of subordinating whatever right, title and interest they may have in the property to its provisions.

ARTICLE XI

SPECIAL RIGHTS OF HOLDERS, INSURERS OR GUARANTORS OF MORTGAGES

Notices

11.01. Any holder, insurer or guarantor of a mortgage has the following rights in connection with the lands encumbered by this Declaration as said entity's interest may appear:

Notice of Action

a. Upon written request to the Association identifying the name and address of the holder, insurer or guarantor and the lot number and

address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of the following:

- (1) Any condemnation loss or any casualty loss which affects a material portion of the properties or any lot upon which a mortgage is held, insured or guaranteed by such mortgage holder, insurer or guarantor as applicable.
- (2) Any delinquency in the payment of assessments or charges owed by an owner of a lot subject to mortgage held, insured or guaranteed by such holder, insurer or guarantor which remains uncured for a period of sixty (60) days.
- (3) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- (4) Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as may be set forth in this Declaration.

Inspection of Books and Records

5. During normal business hours and upon reasonable notice and in a reasonable manner, the eligible mortgage holders, insurers or guarantors, as well as the lot owners, shall be afforded the right to inspect the books, records and papers of the Association and the development documents, including the Declaration, Articles, Bylaws, rules and regulations, and financial records pertaining to both the development and the Association. In addition, the Association shall provide an audited statement for the preceding fiscal year if the holder, insurer or guarantor of any first (1st) mortgage that is secured by a unit in the development submits a written request to the secretary of the Association; any mortgage holder, insurer or guarantor of a mortgage other than a first (1st) shall be allowed to have an audited statement prepared at its own expense if there is no audited statement available. The Association may make a reasonable charge to defray its costs incurred in complying with this section.

Amendments to Documents

Participation of Eligible Mortgage Holders

11.01.71- a. Eligible mortgage holders, being those holders of a first (1st) mortgage on a unit estate, who have requested the Association to notify them of any proposed action that requires the consent of a specified percent of the eligible mortgage holders, also have a right to participate in any decisionmaking process involving certain amendments to the documents.

Voting Requirements

b. Unless a higher percentage is expressly required in this

Declaration. Proposed amendments of a material nature must be approved by owners representing at least sixty-seven percent (67%) of the total allocated votes in the Association; in addition, approval must be obtained from eligible mortgage holders representing at least fifty-one percent (51%) of the votes of unit estates that are subject to mortgages held by eligible holders.

Material Amendments

c. A change in any of the following would be considered material:

- (1) Voting rights.
- (2) Assessments, assessment liens or subordination of assessment liens.
- (3) Reserve for maintenance, repair and replacement of common areas.
- (4) Responsibility for maintenance and repairs.
- (5) Reallocation of interests in the general or limited common areas, or rights to their use.
- (6) Boundaries of any unit or lot.
- (7) Convertibility of units or lots into common areas, or common areas into units or lots.
- (8) Expansion or contraction of the development, or the addition or annexation or withdrawal of property to or from the development.
- (9) Insurance and fidelity bonds.
- (10) Leasing of units.
- (11) Imposition of any restrictions on a lot owner's right to sell or transfer his unit estate.
- (12) A decision by the Association to establish self management when professional management had been required previously by an eligible mortgage holder.
- (13) Restoration or repair to the development, after a hazard damage or partial condemnation, in a manner other than specified in the documents.
- (14) Any action to terminate the legal status of the development after substantial destruction or condemnation occurs.
- (15) Any provisions that expressly benefit mortgage holders, insurers or guarantors.

Special Approval

d Any proposal for termination of the Association, partition of the common areas or termination of the legal status of the development for reasons other than substantial destruction or condemnation of the property shall require the approval of the eligible mortgage holders representing at least sixty-seven percent (67%) of the votes of the mortgaged units or lots

Implied Approval of Non-Material Amendments

e. If an amendment or addition is not considered a material change, the proposed amendment to a document shall be deemed to be approved by an eligible mortgage holder when such holder fails to submit a response to any written proposal for an amendment within thirty (30) days after notice of the proposal was given to the holder.

IN WITNESS WHEREOF, Developer has caused this First Amended Declaration to be duly executed this 21 day of April, 1986.

Signed in the presence of:

DEVELOPER:

CARROLLWOOD OAKS, INC.,
Florida corporation

[Handwritten signatures]

[Handwritten signature]

By: *[Handwritten signature]*
Harvey Estes, President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 21st day of April, 1986, by HARVEY ESTES, as President of CARROLLWOOD OAKS, INC., a Florida corporation, on behalf of the corporation.

[Handwritten signature]
Peggy A. Hembruling
Notary Public



NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. MAY 10, 1988
ADOPTED 1969 GENERAL LWS. 1102.

LEGAL DESCRIPTION

The North 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 23, Township 28 South, Range 18 East, Hillsborough County, Florida, LESS the North 25.0 feet thereof; LESS the West 25.0 feet thereof; LESS the East 30.0 feet thereof and LESS part described as follows:

To Vits

Commencing at the Northwest Corner of the Northeast 1/4 of the Northwest 1/4 in Section 23, Township 28 South, Range 18 East, Hillsborough County, Florida; run thence North 90°00'00" East (assumed bearing) 548.91 feet along the Northerly boundary of said Section 23; thence South 00°00'00" East 25.00 feet to a point on the existing Southerly Right-of-Way Line of Linebaugh Avenue for the Point of Beginning; thence South 87°43'16" West 326.93 feet; run thence South 90°00'00" West 116.55 feet; thence South 45°25'23" West 21.37 feet; thence South 00°50'49" West 46.91 feet to the beginning of a Curve concave to the Northwest, having a Radius of 231.26 feet and Central angle of 14°54'35" with a Chord Length of 119.01 feet bearing South 15°45'24" West; run thence Southwesterly along said Curve 120.36 feet to a Point of Reverse Curvature, being the beginning of a Curve concave to the Southeasterly, having a Radius of 231.26 feet and Central Angle of 14°54'35" with a Chord Length of 119.01 feet bearing South 15°45'24" West; run thence Southwesterly along said Curve 120.36 feet to the end of said Curve, said point lying on the Easterly Right-of-Way Line of Albany Avenue, also being the Northwest Corner of Lot 16, Block "A",--in IMPERIAL ESTATES,

a subdivision of record in Plat Book 33, Page 15, of the Public Records of Hillsborough County, Florida; run thence North 89°09'11" West 5.00 feet along said Right-of-Way Line of Albany Avenue to a line lying 25.00 feet East of and Parallel with the West Boundary of the Northeast 1/4 of the Northwest 1/4 of said Section 23; thence North 00°50'49" East 303.94 feet along said Right-of-Way Line to its intersection with the Southerly Right-of-Way Line of Linebaugh Avenue; run thence North 90°00'00" East 324.28 feet along said Southerly Right-of-Way Line of Linebaugh Avenue to the Point of Beginning.

EXHIBIT "A"