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This instrument prepared by and to be returned to:
Julius J. Zschau, Esq.
Johnson, Blakely, Pope, Bokor, Ruppel & Burns, P.A.
911 Chestnut Street
Clearwater, FL 34616
(813)461-1818

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TOWNE ESTATES AT SUMMERFIELD

THIS DECLARATION, made on the date hereinafter set forth by U.S. HOME CORPORATION, a Delaware corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Hillsborough County, Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Declarant desires to create an exclusive residential community known as "Towne Estates at Summerfield" on the Exhibit "A" land; and

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

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

WHEREAS, the Declarant has incorporated under the laws of the State of Florida, as a not-for-profit corporation, TOWNE ESTATES AT SUMMERFIELD HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions stated above, which association is not intended to be a Condominium Association as

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such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes);

NOW, THEREFORE, the Declarant, hereby declares that the real property described in the attached Exhibit "A" shall be held, transferred, sold, conveyed and occupied subject to the following covenants, restrictions, easements, conditions, charges and liens hereinafter set forth which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1. "Articles" shall mean the Articles of Incorporation of the TOWNE ESTATES AT SUMMERFIELD HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, attached hereto as Exhibit "B" and made a part hereof, including any and all amendments or modifications thereof.

Section 2. "Association" shall mean and refer to TOWNE ESTATES AT SUMMERFIELD HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns.

Section 3. "Board" shall mean the Board of Directors of the Association.

Section 4. "Bylaws" shall mean the Bylaws of the Association attached hereto as Exhibit "C" and made a part hereof, including any and all amendments or modifications thereof.

Section 5. "Common Area" shall mean all real property (including the improvements thereon) now or hereafter owned by the Master Association for the common use and enjoyment of the Owners.

Section 6. "Common Expense" shall mean and refer to any expense for which a general and uniform assessment may be made against the Owners (as hereinafter defined) and shall include, but in no way be limited to, the expenses of upkeep and maintenance of those areas for which the Association is responsible.

Section 7. "Declarant" shall mean and refer to U.S. HOME CORPORATION, a Delaware corporation, its successors and assigns. It shall not include any person or party who purchases a Lot from U.S. HOME CORPORATION, unless, however, such purchaser is specifically assigned as to such property by separate recorded instrument,

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some or all of the rights held by U.S. HOME CORPORATION as Declarant hereunder with regard thereto.

Section 8. "Declaration" shall mean and refer to this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TOWNE ESTATES AT SUMMERFIELD and any amendments or modifications thereof hereafter made from time to time.

Section 9. "Dwelling" shall mean and refer to each and every single family residential unit constructed on any lot.

Section 10. "FHA" shall mean and refer to the Federal Housing Administration.

Section 11. "First Mortgagee" shall mean and refer to an Institutional Lender who holds a first mortgage on a Lot and who has notified the Association of its holdings.

Section 12. "FNMA" shall mean and refer to the Federal National Mortgage Association.

Section 13. "GNMA" shall mean and refer to the Government National Mortgage Association.

Section 14. "HUD" shall mean and refer to the U.S. Department of Housing and Urban Development.

Section 15. "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Lot, commercial property, membership recreational facilities or a residential dwelling, which owner and holder of said mortgage shall be any federally or state chartered bank, insurance company, HUD or VA or FHA approved mortgage lending institution, FNMA, GNMA, recognized pension fund investing in mortgages, and any federally or state chartered savings and loan association or savings bank.

Section 16. "Institutional Mortgage" shall mean and refer to any mortgage given or held by an Institutional Lender.

Section 17. "Interpretation" Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation". The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

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Section 18. "Lot" shall mean and refer to the least fractional part of the subdivided lands within any duly recorded plat of any subdivision which prior to or subsequently to such platting is made subject hereto and which has limited fixed boundaries and an assigned number, letter or other name through which it may be identified; provided, however, that "Lot" shall not mean any Common Area.

Section 19. "Master Association" shall mean and refer to SUMMERFIELD MASTER COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

Section 20. "Master Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Summerfield, together with any recorded amendments thereto, recorded in O.R. Book 4395, Page 1719, Public Records of Hillsborough County, Florida.

Section 21. "Master Plan" shall mean and refer to the Master Development Plan for Towne Estates at Summerfield on file with the planning and zoning department of Hillsborough County, and as the same may be amended or modified from time to time.

Section 22. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include Declarant for so long as Declarant shall hold title to any lot.

Section 23. "Plat" shall mean and refer to the plat of Towne Estates at Summerfield, which has been platted as SUMMERFIELD VILLAGE 1, TRACT 10 PHASE I AND PHASE II, recorded in Plat Book 81, at Pages 49-1 through 49-3, Public Records of Hillsborough County, Florida. The term "Plat" shall also mean and refer to plats which have been recorded in the Public Records at future dates for additions to the Properties.

Section 24. "Properties" or "Property" shall mean and refer to that certain real property described on attached **Exhibit "A"**, and made subject to this Declaration.

Section 25. "VA" shall mean and refer to the Veterans Administration.

ARTICLE II - PURPOSE

Section 1. Operation, Maintenance and Repair. The Declarant, in order to insure that the land for which it is responsible hereunder will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to maintain and repair any irrigation facilities servicing land

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which the Association is obligated to maintain; to maintain the lawns on the Lots; and take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and By-Laws, or this Declaration.

Section 2. Easement for Maintenance. The Declarant hereby reserves for itself and the Association, and its and their grantees, successors, legal representatives and assigns, an easement for ingress and egress to, over and across the Properties for the purpose of lawn maintenance, maintenance of the irrigation and sprinkling systems, and for the purpose of exercising its and their rights and obligations under this Declaration.

Section 3. Irrigation. Declarant reserves the right to install, operate and maintain irrigation and sprinkling equipment on, over, under, across and through any area within the Properties, including, but not limited to, the grassed or landscaped areas of Lots. The Association shall be obligated to maintain and make minor repairs to such irrigation and sprinkling equipment at its own expense and such shall be a Common Expense; provided, however, that any major repairs to the irrigation and sprinkling system on a Lot shall be performed by the Association at the sole cost and expense of the Owner of such Lot. The determination as to whether a repair shall be considered a major repair, as used herein, shall be determined by the Association in its sole discretion. The Association shall have an easement on, over, under, across, and through the grassed and landscaped areas of all Lots for the purpose of maintenance and repair of the irrigation and sprinkling equipment. Notwithstanding the foregoing, in the event the Association does not have clear access to any portion of a Lot, the Owner of such Lot, at its sole cost and expense, shall be responsible for maintenance and repair of the irrigation and sprinkling system for such portion of Owner's Lot.

Section 4. Lawn Maintenance. All lawn maintenance, as hereinafter defined, on all Lots in the Properties shall be the responsibility of the Association. Lawn maintenance, for the purpose of this paragraph, shall be limited to cutting, edging, pest control and fertilizing of all sodded areas on the Lots, and weeding and mulching of initial landscape beds in the front lawns of Lots. The Association shall have an easement over each Lot in the Properties to accomplish the lawn maintenance referred to herein. The cost of such lawn maintenance shall be a Common Expense. All other maintenance of lawns and landscaping, including, but not limited to, irrigating and sprinkling, shall be the responsibility of the Owner of the Lot, at such Owner's sole cost and expense.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

Section 1. Voting Rights. Every Owner of a Lot which is subject to assessment shall be a member of the Association, subject to and bound by the

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

Section 2. Membership Classifications. The Association shall have two classes of voting membership, Class A, and Class B. All votes shall be cast in the manner provided in the Bylaws. The two classes of voting memberships, and voting rights related thereto, are as follows:

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

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

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

- (i) When 75% of the Lots are conveyed to Owners, other than Declarant; or
- (ii) On December 31, 2010, or
- (iii) When the Declarant waives in writing its right to Class B membership.

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

ARTICLE IV - RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Responsibilities. The Association shall maintain and care for the land designated in Article II hereof, in the manner therein required. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the performance of its obligations hereunder.

Section 2. Manager. The Association may obtain, employ and pay for the services of an entity or person, hereinafter called the "Manager", to assist in managing its affairs and carrying out its responsibilities hereunder to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by the Association or by the Manager. Any management agreement must be terminable for cause upon thirty (30) days notice, be for a term not to exceed three (3) years, and be renewable only upon mutual consent of the parties.

Section 3. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the Association's Articles or Bylaws.

Section 4. Insurance. The Association at all times shall procure and maintain adequate policies of public liability insurance, as well as other insurance that it deems advisable or necessary. The Association additionally shall cause all persons responsible for collecting and disbursing Association moneys to be insured or bonded with adequate fidelity insurance or bonds.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles or Bylaws, or by law and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or therein or reasonably necessary to effectuate the exercise of any right or privileges granted herein or therein.

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Section 6. Common Expense. The expenses and costs incurred by the Association in performing the rights, duties, and obligations set forth in this Article, are hereby declared to be Common Expenses and shall be paid by Class A members. All expenses of the Association in performing its duties and obligations or in exercising any right or power it has under this Declaration, the Articles of Incorporation or the Bylaws are deemed to be and are hereby Common Expenses. Common Expenses shall be borne by Class A members.

ARTICLE V - COVENANT FOR MAINTENANCE ASSESSMENTS

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Properties, for the maintenance of the land designated in Article II hereof, and the carrying out of the other responsibilities and obligations of the Association under this Declaration, the Articles and the Bylaws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of Properties, services and facilities related to the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the maintenance of the lands designated in Article II hereof, the employment of security personnel to provide services which are not readily available from any governmental authority; and such other needs as may arise.

Section 3. Maximum Annual Assessment for Common Expenses.

(a) Initial Assessment. Until January 1 of the year immediately following the conveyance by the Declarant of the first Lot to an Owner, the maximum

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annual Common Expenses assessment per Lot shall be Four Hundred Eighty and no/100 Dollars (\$480.00) annually, to be paid on a quarterly basis. At the time of the initial conveyance of a Lot by Declarant to an initial purchaser, the Association shall collect from such initial purchaser for the establishment of an operating account a one-time only capital contribution, in an amount equal to three (3) months assessments.

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

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

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice of Meeting and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any members meeting called for the purpose of taking any action authorized under Section 3 and 4 of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence of members or of proxies entitled to cast one-third (1/3) of all the votes of each class of membership. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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Section 6. Declarant's Common Expenses Assessment. Notwithstanding any provision of this Declaration or the Association's Articles or Bylaws to the contrary, as long as there is Class B membership in the Association, the Declarant shall not be obligated for, nor subject to any annual assessment for any Lot which it may own, provided Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by annual assessments and the amount received from Owners, other than the Declarant, in payment of the annual assessments levied against their Class A Lots. Such difference shall be called the "deficiency", and shall not include any reserve for replacements, operating reserve, depreciation reserves, capital expenditures or special assessments. The Declarant may at any time, give thirty (30) days prior written notice to the Association terminating its responsibility for the deficiency, and waiving its right to exclusion from annual assessments. Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Lot owned by Declarant shall thereafter be assessed at twenty-five percent (25%) of the annual assessment established for Lots owned by Class A members other than Declarant. Declarant shall not be responsible for any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or special assessments. Such assessment shall be prorated as to the remaining months of the year, if applicable. Declarant shall be assessed only for Lots which are subject to the operation of this Declaration. Upon transfer of title of a Lot owned by Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant, prorated as of and commencing with, the month following the date of transfer of title. Notwithstanding the foregoing, any Lots from which the Declarant derives any rental income, or holds an interest as mortgagee or contract Seller, shall be assessed at the same amount as Lots owned by Owners other than the Declarant, prorated as of and commencing with, the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession as the case may be.

Section 7. Exemption from Assessments. The assessments, charges and liens provided for or created by this Article V shall not apply to the Common Area or any other Homeowner's Association, any property dedicated to and accepted for maintenance by a public or governmental authority or agency, any property owned by a public or private utility company or public or governmental body or agency, and any property owned by a charitable or non-profit organization.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments for Common Expenses shall commence as to all Lots subject thereto upon the conveyance of the first lot from the Declarant to its purchaser. The Board of Directors shall fix the amount of the annual assessment for Common Expenses against each Lot not later than December 1 of each calendar year for the following calendar year. Written notice of the annual assessment for Common Expen-

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ses shall be sent to every Owner subject hereto. Unless otherwise established by the Board of Directors, annual assessments for Common Expenses shall be collected on an annual basis. The due date for special assessments shall be as established by the Board of Directors.

Section 9. Lien for Assessments. All sums assessed to any Lot pursuant to this Declaration, including those owned by the Declarant, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be secured by a continuing lien on such Lot in favor of the Association.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at the maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Lot.

Section 11. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

Section 12. Homestead. By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Lot shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This Section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration, but to be construed in its favor.

Section 13. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which is given to or held by an Institutional Lender, or which is guaranteed or insured by the FHA or VA. The sale or transfer of any Lot pursuant to foreclosure of such a first

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

Section 14. Special Assessment for Maintenance Obligations of Owners. In the event an Owner fails to perform any maintenance, repair or replacement required under the terms of this Declaration, the Association, upon ten (10) days prior written notice sent certified or registered mail, return receipt requested, or hand delivered, may have such work performed, and the cost thereof shall be specially assessed against such Lot, which assessment shall be secured by the lien set forth in Section 9 of this Article V.

Section 15. Certificate of Amounts Due. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

Section 16. Cable Television. Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of cable television services to the community and all Dwellings included therein. If such agreement is established, the fees for the cable television service payable to the service provider shall be a common expense payable by the Association and shall be included within the annual budget for which the assessments are levied each year. No Owner may avoid or escape liability for any portion of the assessments by election not to utilize the cable television service.

Section 17. Visual Security. Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of a visual security service channel to the community and all Dwellings included therein. If such agreement is established, the fees for the visual security service channel payable to the service provider shall be a common expense

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payable by the Association and shall be included within the annual budget for which the assessments are levied each year. No Owner may avoid or escape liability for any portion of the assessments by election not to utilize the visual security service channel.

Section 18. Community Bulletin Board. Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of a community bulletin board channel to the community and all Dwellings included therein. If such agreement is established, the fees for the community bulletin board channel payable to the service provider shall be a common expense payable by the Association and shall be included within the annual budget for which the assessments are levied each year. No Owner may avoid or escape liability for any portion of the assessments by election not to utilize the community bulletin board channel.

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ARTICLE VI - HUD AND VA APPROVAL

Section 1. General Plan of Development. The Declarant has on file at its business office, presently located at 311 Park Place Blvd., Suite 600, Clearwater, FL 33759, a general plan of development (the "General Plan") for the land which is subject to this Declaration, showing a general indication of the size and location of developments; the approximate size and location of Common Area, if any; and the general nature of any proposed facilities and improvements, if any. Such General plan shall not bind the Declarant to make any such facilities or improvements or adhere to the General Plan. Such General Plan may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued. As used herein, the term "General Plan" shall mean such general plan of development together with any amendments or modifications thereof hereafter made.

Section 2. HUD, FHA or VA Approval. As long as there is a Class B member, the following actions will require the prior approval of HUD or FHA or VA:

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

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

Section 3. Acceptance of Land. In the event that the Declarant conveys, from time to time, any portion or portions of the real property or interests in such property contained within the real property described in Exhibit "A" attached hereto to the Association, the Association is irrevocably bound to accept such conveyance.

ARTICLE VII - USE RESTRICTIONS

Section 1. Residential Use. All of the Subdivision shall be known and described as residential property and no more than one detached, single-family dwelling may be constructed on any Lot, except that more than one Lot may be used for one dwelling, in which event, all Restrictions shall apply to such Lots as if they were a single Lot, subject to the easements indicated on the Plat and the easement reserved in Section 4 of this Article.

Section 2. Structures. No structure shall be erected nearer than twenty (20) feet from a front Street Line or side Street Line. No Structure shall be erected nearer than five (5) feet from a Side Yard Line or nearer than ten (10) feet from a Rear Yard Line. A swimming pool may not be located in the Front Yard of any Lot. The terms "Structure", "Street Line", and "Front Yard", shall have the meanings ascribed by the Hillsborough County Zoning Regulations in effect as of the date of the recording of this Declaration. The terms, "Side Yard Line" and "Rear Yard Line" are as used in Exhibit "D" attached hereto and incorporated herein by reference. Above ground swimming pools are prohibited.

Section 3. Dwelling. No dwelling shall have a floor square foot area of less than one thousand (1,000) square feet, exclusive of screened area, open porches, terraces, patios and garages. All dwellings shall have at least one (1) inside bath. A "bath", for the purposes of this Declaration, shall be deemed to be a room containing at least one (1) shower or tub, and a toilet and wash basin. All dwellings shall have at least a one (1) car garage attached to and made part of the dwelling. No dwelling shall exceed two and one-half (2 1/2) stories nor thirty-six (36) feet in height. All dwellings shall be constructed with concrete driveways and grassed front, side and rear lawns, provided that lot areas designated on the Plat for drainage easement purposes need not be grassed. Each dwelling shall have a shrubbery planting in front of the dwelling.

Section 4. Easements.

(a) Perpetual easements for the installation and maintenance of utilities and drainage areas are hereby reserved to Declarant, Association and

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Hillsborough County in and to all utility easement and drainage easement areas shown on the Plat (which easements shall include, without limitation, the right of reasonable access over Lots to and from the easement areas), and Declarant, Association and Hillsborough County each shall have the right to convey such easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Neither the easement rights reserved pursuant to this Section or as shown on the Plat shall impose any obligation on Declarant to maintain such easement areas, nor to install or maintain the utilities or improvements that may be located on, in or under such easements, or which may be served by them. Within easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to or the installation of the use and maintenance of the easement areas or any utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of drainage water in any easement areas, or which may reduce the size of any water retention areas constructed by Declarant in such easement areas. The easement areas of each Lot, whether as reserved hereunder or as shown on the Plat, and all improvements in such easement areas shall be maintained continuously by the Owner of the Lot upon which such easement exists, except for those improvements for which a public authority or utility company is responsible. With regard to specific easements for drainage shown on the Plat, the Declarant shall have the right, without any obligation imposed thereby, to alter or maintain drainage facilities in such easement areas, including slope control areas.

(b) The Declarant may designate certain areas of the Properties as "Drainage Easements" on the final plat. No permanent improvements or structures shall be placed or erected upon the Drainage Easements. In addition, no fences, driveways, pools and decks, patios, air conditioners, any impervious surface improvements, utility sheds, sprinkler systems, trees, shrubs, hedges, plants or any other landscaping element other than sod shall be placed or erected upon or within such Drainage Easements. This Paragraph shall not apply to Declarant if such improvements by it are approved by Hillsborough County.

(c) The Declarant, for itself and its successors and assigns and for the Master Association hereby reserves an easement fifteen (15) feet wide running along the rear or side lot line, as the case may be, of any Lot which is parallel to and adjacent to any arterial and/or collector roads and streets for the purpose of construction of a privacy wall or fence and name monuments for the Properties.

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

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

(f) In the event that any structure or improvement on any Lot shall encroach upon any of the Common Areas or upon any other Lot for any reason other than the intentional or negligent act of the Owner, or in the event any Common Area shall encroach upon any Lot, then an easement shall exist to the extent of such encroachment for so long as the encroachment shall exist.

(g) Notwithstanding anything in this Section to the contrary, no easement granted by this Section shall exist under the outside perimetrical boundaries of any residential structure or recreational building originally constructed by the Declarant on any portion of the Properties.

Section 5. Use of Accessory Structures. Other than the dwelling and its attached garage, no tent, shack, barn, utility shed or building shall, at any time, be erected and used on any Lot temporarily or permanently, whether as a residence or for any other purpose; provided, however, temporary buildings, mobile homes, or field construction offices may be used by Declarant and its agents in connection with construction work. No recreation vehicle may be used as a residence or for any other purpose on any of the Lots in the Properties.

Section 6. Commercial Uses and Nuisances. No trade, business, profession or other type of commercial activity shall be carried on upon any Lot, except as hereinafter provided for Declarant and except that real estate brokers, Owners and their agents may show dwellings for sale or lease; nor shall anything be done on any Lot which may become a nuisance, or an unreasonable annoyance to the neighborhood. Every person, firm or corporation purchasing a Lot recognizes that Declarant, its agents or designated assigns, have the right to (i) use Lots or houses erected thereon for sales offices, field construction offices, storage facilities, general business offices, and (ii) maintain fluorescent lighted or spotlight furnished model homes in the Properties open to the public for inspection seven (7) days per week for such hours as are deemed necessary. Declarant's rights under the preceding sentence shall terminate on December 31, 2010, unless prior thereto Declarant has indicated its intention to abandon such rights by recording a written instrument among the Public Records of Hillsborough County, Florida. It is the express intentions of this Section that the rights granted Declarant to maintain sales offices, general business offices and model homes shall not be restricted or limited to Declarant's sales activity relating to the Properties, but shall benefit Declarant in the construction, development and sale of such other property and Lots which Declarant may own.

Section 7. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that cats, dogs, and other household pets may

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be kept provided they are not kept, bred, or maintained for any commercial purposes; provided further that no person owning or in custody of a dog shall allow the dog to stray or go upon another Lot without the consent of the Owner of such Lot; and provided further that no more than a total of two (2) animals may be kept on any Lot. Each dog must be on a leash when the dog is outside of the Owner's Lot.

Section 8. Fences, Walls and Hedges. No fences of any nature may be erected, constructed or maintained upon any Lot by any Owner. Except as to fences, walls or hedges originally constructed or planted by Declarant, if any, no walls or hedges of any nature may be erected, constructed or maintained upon any Lot without written approval by the Architectural Control Committee; provided, however, that no wall or hedge shall be erected or permitted on a Lot in any location thereon where Declarant has erected a privacy fence or monument as provided in Subsection 4(c) of this Article. As to any wall or hedge erected or maintained pursuant to this Paragraph, such wall or hedge may be constructed or maintained to a height not to exceed six (6) feet; provided, however, that any wall or hedge which abuts, runs along, intersects with or joins the boundary of any pond, lake, water body, or common area shall not exceed thirty-six (36) inches in height from the ground. No wall or hedge may be constructed or maintained between a Front Street Line and the Front Dwelling Line. Notwithstanding the foregoing, a decorative wall or entrance forward of the Front Dwelling Line or forward of a Side Dwelling Line fronting a Side Street Line shall be permitted if constructed at the same time as the original dwelling on the Lot as part of the dwelling's elevation or design.

Section 9. Vehicles. No motor vehicles shall be parked on the Properties except on a paved or concrete driveway or in a garage. No motor vehicles which are primarily used for commercial purposes, other than those present on business, nor any trailers, may be parked on the Properties unless inside a garage and concealed from public view. Boats, boat trailers, campers, commercial trucks, commercial vans, motorcycles and other recreational vehicles shall be parked inside of garages and concealed from public view.

Section 10. Storage. No Lot shall be used for the storage of rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers properly concealed from public view.

Section 11. Clothes Hanging and Drying. All outdoor clothes hanging and drying activities shall be done in a manner so as not to be visible from any Front Street or Side Street or any adjacent or abutting property and are hereby restricted to the areas between the Rear Dwelling Line and the Rear Yard Line and, in the cases of Lots bordering a Side Street, to that portion of the aforescribed area which is not between

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the Side Street and the Side Dwelling Line. All clothes poles shall be capable of being lifted and removed by one (1) person in one (1) minute's time and shall be removed by the Owner when not in actual use for clothes drying purposes.

Section 12. Antennas and Roof Structures. No television, radio, or other electronic towers, aerials, antenna, satellite dishes or devices of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except that this prohibition shall not apply to those antenna specifically covered by 47 C.F.R. Part 1, Subpart S Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the types of antenna that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antenna.

To the extent that reception of an acceptable signal would not be impaired, an antenna permissible pursuant to rules of the Association may only be installed in a side or rear yard location, not visible from the street or neighboring property, and integrated with the dwelling and surrounding landscape. Antenna shall be installed in compliance with all state and local laws and regulations, including zoning, land-use, and building regulations.

Section 13. Lot and Dwelling Upkeep. All Owners of Lots with completed houses thereon shall, as a minimum, have all trash and debris removed. The Owner of each Lot shall maintain the Dwelling located thereon in good repair, including, but not limited to the exterior paint and appearance of the Dwelling. If an Owner of a Lot fails, in the Board's sole discretion, to maintain their Lot or Dwelling as required herein, the Board, after giving such Owner at least ten (10) days written notice for removal of trash and debris, and at least thirty (30) days written notice for all other maintenance and repairs, including but not limited to, painting of exterior of Dwelling and roof repair, is hereby authorized, but shall not be hereby obligated, to maintain that Lot and said Owners shall reimburse Association for actual costs incurred therewith. No newspaper, aluminum foil, reflective film, nor any other material, other than usual and customary window treatments, shall be placed over the windows of any Dwelling. No Owner shall cause or allow any alteration of the landscaping originally installed within his Lot without the prior written consent of the Architectural Control Committee. Any shrubs or plantings permitted to be installed on a Lot under this Section shall be maintained by the Owner at his sole cost and expense.

Section 14. Signs. No sign, billboard or advertising of any kind shall be displayed to public view on any of the Properties without the prior written approval of the Architectural Control Committee. Any such request submitted to the Architectural

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Control Committee shall be made in writing, accompanied by a drawing or plan for one (1) discreet professionally prepared sign not to exceed twenty four (24) inches in width and eighteen (18) inches in height, to be attached to a 2 x 4 no higher than three (3) feet from the ground. Such sign shall contain no other wording than "For Sale" or "For Rent", the name, address and telephone number of one (1) registered real estate broker, or a telephone number of an Owner or his agent. In no event shall more than one (1) sign ever be placed on any Lot. Notwithstanding the foregoing provisions, the Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon the Properties such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Properties. Except as hereinabove provided, no signs or advertising materials displaying the names or otherwise advertising the identity of contractors, subcontractors, real estate brokers or the like employed in connection with the construction, installation, alteration or other improvement upon or the sale or leasing of the Properties shall be permitted right to maintain signs of any type and size and for any purpose in the Properties.

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Section 15. Trees. No Owner shall remove, damage, trim, prune or otherwise alter any tree in the Properties without the express written consent of the Architectural Control Committee, except if the trimming, pruning or other alteration of such tree is necessary because the tree or a portion thereof creates an eminent danger to person or property and there is not sufficient time to contact the Architectural Control Committee for their approval.

It is the express intention of this Section 15 that the trees existing on the Properties at the time of the recording of this Declaration, and those permitted to grow on the Properties after said time, be preserved and maintained as best as possible in their natural state and condition. Accordingly, these provisions shall be construed in a manner most favorable to the preservation of that policy and intent.

Section 16. Lakes and Ponds. No docks or structures of any kind shall be constructed on any lake or pond. No Owner may fill a lake or pond, draw water from a lake or pond, or place anything in a lake or pond. No fishing or boating shall be allowed in or on any lake or pond.

Section 17. Architectural Control. Prior to the commencement of the work described therein, all building plans and specifications (including plot plan, grading plan and material lists) for the original construction, alteration or addition of structures, or for the erection of hedges or fences, and all plans for the landscaping of Lots, and all plans or agreements relating to the appearance, colors and materials to be used on the exterior of a structure, including but not limited to, roof, gutters and downspouts, shall be approved in writing by the Architectural Control Committee, in accordance with Article X of the Master Declaration.

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Section 18. Amendments and Modifications by Declarant. Notwithstanding any provisions of this Declaration to the contrary, Declarant, its successors and designated assigns, reserves the right and authority, subject to FHA/VA approval (which approval need not be evidenced in the public record), so long as Declarant owns a Lot within the Properties, to amend, modify or grant exceptions or variances from any of the Use Restrictions set forth in this Article VII without notice to or approval by other Lot Owners, provided that such amendments, modifications, exceptions or variances shall be substantially consistent with the general uniform plan of residential development. All amendments, modifications, exceptions or variances increasing or reducing the minimum square foot area of dwellings, pertaining to fence size, location or composition, or pertaining to the location of structures on a Lot shall be conclusively deemed to be within the authority and right of Declarant under this Section.

ARTICLE VIII – SPECIAL PROVISIONS TO COMPLY WITH REQUIREMENTS OF FNMA

Section 1. Information. The Association shall make available to all Owners and to lenders, holders, insurers or guarantors of any first mortgage encumbering a Lot, upon reasonable notice and for a reasonable charge not to exceed the cost of photocopying, current copies of this Declaration, the Articles and Bylaws, and any rules and regulations in force from time to time, and/or the most recent audited annual financial statement of the Association. Copies of any of the foregoing, and the books and records of the Association shall be available for inspection, upon request, during normal business hours.

Section 2. Contracts. The Association shall not be bound to contracts or leases prior to transfer of control by Declarant to other Owners, unless there is a right of termination, without cause, exercisable by the Association, without penalty, after transfer of control by the Developer, and upon not more than ninety (90) days' notice to the other party to such contract or lease.

Section 3. Transfer of Control. The Declarant shall transfer control of the Association to other Owners no later than the earlier of the following events:

- (a) When seventy-five percent (75%) of the Lots have been sold by Declarant; or
- (b) On December 31, 2010, or
- (c) When Declarant waives in writing its right to Class B membership.

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The term "control" means the right to control the Association, the Board of Directors, the Property or the Owners in any manner except through votes allocated to Lots owned by Declarant on the same basis as votes pertaining to other Lots.

Section 4. Reserves. The Association shall establish and maintain, out of regular maintenance assessments, adequate reserve funds for periodic maintenance, repair and replacement of improvements to those portions of the Property which the Association is obligated to maintain.

Section 5. Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any mortgage holder, insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the project or the Lot encumbered by its mortgage.

(b) Any sixty (60) days delinquency in the payment of assessments or charges owed by the Owner of the Lot encumbered by its mortgage.

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

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

Section 6. Fidelity Bonds. All officers of the Association dealing with funds of the Association, and such other officers as the Board of Directors may designate from time to time, shall be provided with fidelity bond coverage at the expense and for the benefit of the Association.

ARTICLE IX - GENERAL PLAN OF DEVELOPER

Section 1. Deed Restrictions. In addition to this Declaration, the Declarant may record for parts of the Properties additional deed restrictions applicable thereto either by master instrument or individually recorded instruments. Such deed restrictions may vary as to different parts of the Properties in accordance with the Declarant's development plan and the location, topography and intended use of the land made subject thereto. To the extent that part of the Properties is made subject to such additional deed restrictions, such land shall be subject to additional deed restrictions, the Master Declaration, and this Declaration. The Association shall have the duty and power to enforce such deed restrictions if expressly provided for therein, and to exercise any authority granted to it by them. Nothing contained in this Section 1

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shall require the Declarant to impose uniform deed restrictions or to impose additional deed restrictions of any kind on all or any part of the Properties.

Section 2. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded in the Public Records of Hillsborough County, Florida, after which time the covenants, conditions and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such twenty five (25) year period, or each successive ten (10) year period, an instrument signed by the then owners of eighty percent (80%) of the Lots agreeing to terminate the covenants, conditions and restrictions at the end of such twenty-five (25) year or ten (10) year period has been recorded in the Public Records of Hillsborough County, Florida. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change. This Section may not be amended.

Section 3. Enforcement. The Association, the Declarant and any Owner, shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or as may be expressly authorized by deed restrictions as described in Section 1 of this Article. Failure of the Association, Declarant, or any Owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration or such deed restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees, including those on appeal, incurred by the party enforcing them. Declarant and Association shall not be obligated to enforce this Declaration or such deed restrictions and shall not in any way or manner be held liable or responsible for any violation of this Declaration or such deed restrictions by any person other than itself.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by law, judgment or court order shall in no way effect any other provisions of this Declaration, and such other provisions shall remain in full force and effect.

Section 5. Amendment. This Declaration may be amended from time to time by recording among the Public Records of Hillsborough County, Florida by:

(a) An instrument signed by the Declarant, as provided in Section 6 of this Article; or

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(b) A vote of two-thirds (2/3) of the Voting Members, at a meeting called for such purpose; or

(c) An instrument signed by the duly authorized officers of the Association provided such amendment by the Association officers has been approved in the manner provided in Paragraph (b) of this Section; or

(d) An instrument signed by two-thirds (2/3) of the Voting Members approving such amendment.

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

Section 6. Exception. Notwithstanding any provision of this Article to the contrary, the Declarant shall have the right to amend this Declaration or its exhibits or the General Plan, from time to time, so long as Declarant owns a Lot within the Properties, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, or any other governmental agency or body as a condition to, or in connection with such agency's or body's agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots or any other amendment which Declarant deems necessary or desirable provided such amendment does not destroy or substantially alter the general plan or scheme of development of the Properties or impair the security or priority of a first mortgagee. Any such amendment shall be executed by the Declarant and shall be effective upon its recording in the Public Records of Hillsborough County, Florida. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment.

Section 7. Notice. Any notice required to be sent to any Owner under the provisions of this instrument shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of said Owner.

Section 8. Assignments. Declarant shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant by any part or paragraph of this Declaration or under the provisions of the plat. If at any time

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hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant under the provisions hereof, the same shall be vested in and exercised by a committee to be elected or appointed by the Owners of a majority of Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid.

Section 9. Withdrawal. Anything herein to the contrary notwithstanding, the Declarant reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Properties from the provisions of this Declaration.

Section 10. Warranties. Declarant makes no warranties, express or implied, as to the improvements located in, on or under the Common Area. Each owner of a Lot, other than Declarant, by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to acknowledge and agree that there are no warranties of merchantability, fitness or otherwise, either express or implied, made or given, with respect to the improvements in, on or under the Common Area, all such warranties being specifically excluded.

Section 11. FHA/VA/FNMA Approval. As long as there is a Class B membership, and provided FHA or VA approval is sought by Declarant, the following actions will require the prior approval of the FHA or VA: annexation of additional properties, dedication of Common Area, and amendment of this Declaration, the Articles and/or Bylaws.

Section 12. Annexation.

(a) **Additions to Properties and General Plan**

(1) **Additions to the Properties.** Additional land, which is described on Exhibit "E" attached hereto and incorporated herein by reference, may be brought within the jurisdiction and control of the Association in the manner specified in this Section 12 and made subject to all the terms of this Declaration as if part of the Properties initially included within the terms hereof, provided such is done within twelve (12) years from the date this instrument is recorded and provided further that if FHA or VA approval is sought by Declarant, the VA or FHA approves such action. Notwithstanding the foregoing, however, under no circumstances shall the Declarant be required to make such additions, and until such time as such additions are made to the Properties in the manner hereinafter set forth, no other real property owned by the Declarant or any other person or party whomsoever, other than the Properties, shall in any way be affected by or become subject to the Declaration. Any land which is added

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to the Properties as provided in this Article shall be developed only for use as designated on the Master Plan, subject to Declarant's rights to modify, unless FHA or VA approval has been sought by Declarant and subsequent to that approval being obtained the VA or FHA shall approve or consent to an alternate land use. All additional land which pursuant to this Article is brought within the jurisdiction and control of the Association and made subject to the Declaration shall thereupon and thereafter be included within the term "Properties" as used in this Declaration.

Notwithstanding anything contained in this Section and in said Master Plan, the Declarant neither commits to, nor warrants or represents, that any such additional development shall occur.

(2) General Plan of Development. The Declarant has heretofore submitted to the Hillsborough County Planning and Zoning Department a plan of development (the "Master Plan") for the land which may become subject to this Declaration, showing a general indication of the size and location of additional developments which may be added in subsequent stages and proposed land uses in each; the approximate size and location of Common Area for each stage; and the general nature of any proposed Common Area facilities and improvements. Such Master Plan shall not bind the Declarant to make any such additions or adhere to the Master Plan. Such Master Plan may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued.

(b) Procedure for Making Additions to the Properties. Additions to the Properties may be made, and thereby become subject to this Declaration by, and only by, one of the following procedures;

(1) Additions in Accordance with a Master Plan of Development. The Declarant shall have the right from time to time in its discretion and without need for consent or approval by either the Association or its members, to bring within the jurisdiction and control of the Association and make subject to the scheme of this Declaration additional land, provided that such additions are in accordance with the Master Plan or any amendments or modifications thereof.

(2) Mergers. Upon a merger or consolidation of the Association with another non-profit corporation as provided in its Articles, its property (whether real, personal or mixed), rights and obligations may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the Property, rights and obligations of the other non-profit corporation may, by operation of law, be added to the property, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other land as one scheme. No such

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merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Properties. No such merger or consolidation shall be effective unless approved by eighty percent (80%) of the vote of each class of members of the Association present in person or by proxy at a meeting of members called for such purpose, and, if VA or FHA approval has been sought by Declarant, by the VA or FHA.

(c) General Provisions Regarding Additions to the Properties.

(1) The additions authorized under Section b(1) of this Article shall be made by the Declarant filing of record a Supplement to Declaration of Covenants, Conditions and Restrictions with respect to the additional land extending the scheme of the covenants and restrictions of this Declaration to such land, except as hereinafter provided in Section c(4). Such Supplement need only be executed by the Declarant and shall not require the joinder or consent of the Association or its members. Such Supplement may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted use thereof. In no event, however, shall such Supplement revoke, modify or add to the covenants established by this Declaration as such affect the land described on the attached **Exhibit "A."**

(2) Regardless of which of the foregoing methods is used to add additional land to that subject to the terms and provision of this Declaration, no addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Area as established hereunder except to grant to the owners of the lands being added to the Properties the right to use the Common Area according to the terms and conditions as established hereunder, and the right to vote and be assessed as herein after provided.

(3) Prior to the addition of any land pursuant to Section b(1) of this Article, the Declarant shall submit to VA or FHA plans for the development thereof, if Declarant has sought VA or FHA approval.

(4) Notwithstanding anything to the contrary contained in this Article or elsewhere in this Declaration, so long as U.S. Home Corporation, its successors or assigns, shall only hold an option to purchase, and not have fee simple title to, any land which is proposed to be added to the Properties, such land may not be added to the Properties pursuant to this Article without the joinder of the fee simple owner thereof and the joinder of the holders of all mortgage liens, if any, thereon.

(5) Nothing contained in this Article shall obligate the Declarant to make any additions to the Properties.

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(d) Voting Rights of the Declarant as to Additions to the Properties. The Declarant shall have no voting rights as to the lands it proposes to add to the Properties until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. Upon such land or portion thereof being added to the Properties, the Declarant shall have the Class B voting rights as to the Lots thereof as is provided by this Declaration.

(e) Assessment Obligation of the Declarant as to Additions to the Properties. The Declarant shall have no assessment obligation as to the land it proposes to add to the Properties until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. At such time, the Declarant shall have the assessment obligation with regard to Lots which it owns, upon the same terms and conditions as contained in this Declaration.

Section 13. Master Association. In addition to the terms of this Declaration, and the Articles and Bylaws of the Association, all Lots are also subject to the terms and provisions of the Master Declaration. All Owners automatically become members of the Master Association and are subject to the Master Declaration, Articles of Incorporation, Bylaws and rules and regulations thereof in effect from time to time. Pursuant to the Master Declaration, assessments are due and charges are levied by the Master Association, payment of which is secured by a lien on the Owner's Lot. Each Lot Owner, by the acceptance of a deed or otherwise acquiring title to a Lot thereby does agree to responsibilities and obligations as a member of the Master Association, including the payment of such assessments, dues and charges as shall be levied thereby.

Section 14. Conflicts. In the event there is any conflict between the Master Declaration and this Declaration, the Master Declaration shall control.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein has caused this Declaration to be executed by its duly authorized officers and affixed its corporate seal as of this 20th day of November, 1997.

Signed, sealed and delivered
in the presence of:

U.S. HOME CORPORATION
a Delaware corporation

Rosemary A. Bolesina
Printed Name: Rosemary A. Bolesina

M. Larry Floyd
Printed Name: M. LARRY FLOYD

Herald W. Doyle
Printed Name: HERALD W. DOYLE

Rosemary Bolesina
Printed Name: Rosemary A. Bolesina

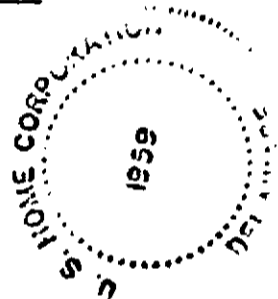
By: James C. Keshley
Printed Name: James C. Keshley
Title: Regional Vice President / Land

Attest: Bill Deshaules
Printed Name: Bill Deshaules

Its: D.V. Secretary

(CORPORATE SEAL)

"DECLARANT"



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STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 20th day of November, 1997, by James C. Keshley and Bill Deshaules as Div. Regional Vice President and D.V. Secretary, respectively, of U.S. Home Corporation, on behalf of the corporation, who are personally known to me or who have produced _____ as identification.

Rosemary A. Bolesina
Notary Public
Printed Name: Rosemary A. Bolesina
My commission expires:

- Exhibits:
- Exhibit "A" Legal Description of Property
 - Exhibit "B" Articles of Incorporation
 - Exhibit "C" Bylaws
 - Exhibit "D" Fencing
 - Exhibit "E" Additional Land

NOTARY PUBLIC - STATE OF FLORIDA
ROSEMARY A. BOLESINA
COMMISSION # CC645126
EXPIRES 5/24/2001
BONDED THRU ASA 1-888-NOTARY1
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LEGAL DESCRIPTION - SUMMERFIELD VILLAGE 1, TRACT 10, PHASE I AND PHASE II

A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 1, BLOCK B OF SUMMERFIELD VILLAGE 1, TRACT 9A, AS RECORDED IN PLAT BOOK 79, PAGE 45 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG THE WESTERLY BOUNDARY LINE OF AFORESAID VILLAGE 1, TRACT 9A S00°17'15"E, A DISTANCE OF 95.00 FEET; THENCE S89°42'45"W, A DISTANCE OF 50.00 FEET; THENCE DEPARTING SAID WESTERLY BOUNDARY LINE N00°17'15"W, A DISTANCE OF 124.04 FEET TO THE BEGINNING OF A CURVE; THENCE 93.47 FEET ALONG THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 35°42'05", A CHORD BEARING OF N18°08'17"W AND A CHORD DISTANCE OF 91.96 FEET TO THE CURVE'S END; THENCE N35°59'20"W, A DISTANCE OF 21.32 FEET; THENCE S54°00'40"W, A DISTANCE OF 110.00 FEET; THENCE S75°57'34"W, A DISTANCE OF 91.88 FEET; THENCE S54°50'05"W, A DISTANCE OF 135.05 FEET; THENCE S00°17'15"E, A DISTANCE OF 295.62 FEET TO A POINT BEING LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF BIG BEND ROAD AS RECORDED IN OFFICIAL RECORD BOOK 5953, PAGE 1247, OF THE PUBLIC RECORDS OF AFORESAID HILLSBOROUGH COUNTY; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE; S89°42'49"W, A DISTANCE OF 284.56 FEET TO A POINT AT THE BEGINNING OF A CURVE, SAID POINT BEING LOCATED ON THE EASTERLY RIGHT-OF-WAY LINE OF PROPOSED ROAD "C"; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE OF BIG BEND ROAD AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE 54.98 FEET ALONG THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N45°17'11"W AND A CHORD DISTANCE OF 49.50 FEET TO THE CURVE'S END; THENCE N00°17'11"W, A DISTANCE OF 945.26 FEET TO THE BEGINNING OF A CURVE; THENCE 190.56 FEET ALONG THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 900.00 FEET, A CENTRAL ANGLE OF 12°07'54", A CHORD BEARING OF N08°21'08"W AND A CHORD DISTANCE OF 190.21 FEET TO THE CURVE'S END; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE N90°00'00"E, A DISTANCE OF 148.51 FEET; THENCE N87°46'41"E, A DISTANCE OF 227.01 FEET; THENCE N16°42'43"E, A DISTANCE OF 87.83 FEET; THENCE S73°17'17"E, A DISTANCE OF 160.00 FEET TO A POINT BEING LOCATED ON THE WESTERLY BOUNDARY LINE OF SUMMERFIELD CHAMPIONSHIP GOLF COURSE, PARCEL No. 1, AS RECORDED IN OFFICIAL RECORD BOOK 5936, PAGE 1419 OF THE PUBLIC RECORDS OF AFORESAID HILLSBOROUGH COUNTY; THENCE ALONG SAID WESTERLY BOUNDARY LINE S16°42'43"W, A DISTANCE OF 275.98 FEET; THENCE S35°59'20"E, A DISTANCE OF 501.00 FEET; THENCE DEPARTING SAID WESTERLY BOUNDARY LINE S54°00'40"W, A DISTANCE OF 110.00 FEET; THENCE S35°59'20"E, A DISTANCE OF 9.64 FEET TO THE BEGINNING OF A CURVE; THENCE 124.62 FEET ALONG THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 35°42'05", A CHORD BEARING OF S18°08'17"E AND A CHORD DISTANCE OF 122.61 FEET TO THE CURVE'S END; THENCE S00°17'15"E, A DISTANCE OF 29.04 FEET, TO THE POINT OF BEGINNING.

CONTAINING 13.860 ACRES, MORE OR LESS.

which has been platted as Summerfield Village 1, Tract 10, Phase I and Phase II, according to the plat thereof recorded in Plat Book 81, Pages 49.1 through 49.3, inclusive, Public Records of Hillsborough County, Florida.

EXHIBIT "A"

OFF
REC 8841 P 0523