

INSTR # 2002117998
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RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK B.K.100

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HAMILTON PARK

THIS DECLARATION is made and entered into this 10TH day of APRIL 2000, by Beazer Homes Corp , a Tennessee corporation, the "Declarant"

RECITALS:

A Declarant is the owner of certain real property located in Hillsborough County, Florida, which is more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property")

B Declarant intends to develop the Property into a community to be known as Hamilton Park

C At the time of the recordation of the plat for Hamilton Park Phase 1, Declarant shall encumber the Property with these covenants and restrictions and be bound to these regulations and other Governing Documents (as hereinafter defined)

D The Property shall be held, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens, and charges set forth in this Declaration

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, 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 Association which have been filed in the office of the Secretary of the State of Florida, as same may be amended from time to time, a copy of which is attached hereto as Exhibit "C"

Section 2 "Association" shall mean and refer to Hamilton Park Homeowners Association, Inc , its successors and assigns

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

AL KOSLER ✓
BEAZER HOMES
5911 BRIDGESIDE PKWY STEH
TAMPA, FL 33610

Section 4 "Bylaws" shall mean the Bylaws of the Association which have been or will be adopted by the Board, as same may be amended from time to time, a copy of which is attached hereto as Exhibit "D"

Section 5 "Common Area" shall mean all real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Area may include, but is not limited to, parking areas, sidewalks, paths, entryways, swale areas, recreation facilities, access gates, and open areas in the Common Area.

Declarant may convey Common Area to the Association at any time in fee simple, free of any mortgages or other liens, except ad valorem taxes for the year of conveyance. The Association shall accept title to any real property or personal property offered to the Association by Declarant.

Section 6 "Common Assessments" shall mean and refer to assessments or charges levied against all Lots to fund Common Expenses, in accordance with this Declaration.

Section 7 "Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the maintenance, repair, and operation of the Common Area and all improvements thereon and the Common Maintenance Area, or for the general benefit of all Owners, including, if so determined by the Board, any reasonable reserves, all as may be found to be necessary or appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles.

Section 8 "Common Maintenance Area" means all property from time to time designated by Declarant or the Board as a maintenance responsibility of the Association for the common use and enjoyment of Owners, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon.

Section 9 "Conservation Areas" shall mean and refer to those areas dedicated by Declarant for such purposes on any Plat relating to the Property.

Section 10 "Declarant" shall mean and refer to Beazer Homes Corp and its successors and assigns. Declarant may assign all or a portion of its rights hereunder. In the event of a partial assignment, the assignee shall be deemed Declarant and may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

Section 11 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions of Hamilton Park.

Section 12 "Governing Documents" shall mean and collectively refer to the Declaration, Articles, and Bylaws

Section 13 "Institutional Lender" shall mean a bank, savings and loan association, insurance company, Federal National Mortgage Association, or other lender generally recognized as an institution type lender, which holds a mortgage on one or more of the Lots

Section 14 "Lot" shall mean and refer to any plot of land intended for use as a site for a Residence and which is shown as a lot upon any recorded Plat of the Property

Section 15 "Member" shall mean and refer to every person or entity who is an Owner, as defined herein, and in being such an Owner comprises the Membership of the Association

Section 16 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation

Section 17 "Person" shall mean and include an individual, corporation, governmental agency, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity

Section 18 "Plat" or "Plats" shall mean the plat or plats subdividing the Property, as recorded from time to time in the Public Records of Hillsborough County, Florida

Section 19 "Property" or "Properties" shall mean and include the real property described in Exhibit "A" attached hereto, and, when added in accordance with the terms and conditions hereof, shall also include such real property as is in the future subjected to this Declaration

Section 20 "Residence" means any residential dwelling unit constructed or to be constructed on or within any Lot together with any appurtenant improvements

Section 21 "SWFWMD" shall mean the Southwest Florida Water Management District

Section 22 "Special Assessment" shall mean and refer to assessments or charges levied against all Lots for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement

upon the Common Area, or to repair any Community Walls, including fixtures and personal property related thereto, in accordance with Article VII of this Declaration

Section 23 "Specific Assessment" shall mean and refer to assessments or charges levied against a specific Owner's Lot to recover any indebtedness of Owner to the Association arising under any provision of the Governing Documents, including any indemnity, or by contract express or implied, or because of any act or omission of the Owner or any occupant of such Owner's Lot, or arising by reason of any Owner's failure to properly maintain his Lot and Residence as herein provided

Section 24 "Surface Water or Stormwater Management System" shall mean a system operated, maintained, and managed by the Association which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system as permitted pursuant to Chapters 40 Florida Administrative Code, and operated, maintained, and managed in a manner consistent with any applicable SWFWMD permit (the "Permit") The Surface Water or Stormwater Management System shall include all environmental and conservation areas and other water management areas in the Property

Section 25 "Undeveloped Parcel" shall mean and refer to that certain real property described on Exhibit "B" attached hereto and by this reference made a part hereof, which is presently an unimproved and undeveloped parcel of land that Declarant may, but is not obligated to, develop, improve and, by annexation, subject to this Declaration

Section 26 "Water Areas" shall mean and include any lakes, ponds, retention and other water areas within the Property

Section 27 "Withdrawn Property" shall mean portions of the Property owned by Declarant which Declarant has withdrawn from the terms and conditions of this Declaration pursuant to Article IV, Section 10

ARTICLE II
PROPERTY RIGHTS

Section 1 Owners' Easements of Enjoyment Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions

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

B The right of the Association to mortgage or convey the Common Area to any homeowner association, public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members No such mortgage or conveyance shall be effective unless approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the Class A votes of the Association If ingress or egress to any Residence is through the Common Area, any conveyance or encumbrance of such section of the Common Area is subject to Lot Owner's easement

Section 2 Delegation of Use Any Owner may delegate, in accordance with the Bylaws, his right or enjoyment to the Common Area and facilities to members of his family, his tenants, or contract purchasers who reside on his Lot, but not otherwise

Section 3 Utility Easements Public utilities serving the Property and the Lots, have been, or will be, installed in the Common Area and within or upon the Property for the use, benefit, and service of the Property, the Lots, and all improvements on the Property A permanent, perpetual, mutual and non-exclusive easement shall exist over, across and into the Property, the Lots, and all improvements upon the Property for the installation, maintenance, and repair of all utilities, for lines, wires, pipes, equipment, and other items necessary for supplying light, heat, air conditioning, water, sewer, power, telephone, cable television and other utilities or means of communication to the Property, the Lots, and the improvements upon the Property Any and all use of the utility easements shall be in accordance with the applicable provisions of this Declaration

Section 4 Surface Water or Stormwater Management and Drainage Easement An easement is hereby created over the Property in favor of the Association, including its agents or designees, for surface water drainage and for the installation and maintenance of the Surface Water or Stormwater Management System for the Property, provided, however, that such easement shall be subject to improvements constructed within the Property as permitted by controlling governmental authority from time to time

Section 5 Public Easements Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Property for the purpose of providing public services to the Owners

Section 6 Association's Right of Entry The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Property for the purpose of fully and faithfully discharging the duties of the Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Property as may reasonably be necessary for the Association to perform its services required and authorized hereunder, so long as none shall unreasonably interfere with the use of any Lot. Furthermore, a nonexclusive easement is hereby created over all utility easements and drainage easements located on any Lot, whether now existing or hereafter created, including but not limited to all utility easements and drainage easements contained on the Plat, which easement is in favor of the Association, including its agents and designees, in perpetuity, to utilize for all proper purposes of the Association

Section 7 Access Declarant reserves unto itself, including its designees from time to time, and hereby grants to the Association and all Owners, including their respective tenants, guests and invitees, perpetual, non-exclusive easements of ingress and egress over and across those portions of the Common Area lying adjacent to and between the boundary line(s) of their Lot(s) to and from dedicated rights of way

Section 8 Survival Any and all easements, licenses, or other rights granted or reserved pursuant to this Article shall survive any termination of this Declaration

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1 Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment

Section 2 The Association shall have two classes of voting Membership

Class A Class A Members shall be all Owners, with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When more than one Person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised by a majority of all such Members as they determine, but in no event shall more than one vote be cast with respect to any Lot

Class B The Class B Member shall be Declarant. The Class B Member shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and convert to Class A Membership on the happening of any of the following events, whichever occurs earlier:

A. The total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership, or

B. The date exactly fifteen (15) years after the recording of this Declaration, or

C. The Declarant may elect to convert some or all of its Class B Membership to Class A Membership upon thirty (30) days written notice to the Board (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

Provided, however, in the event additional Lots are added to the Association by annexation pursuant to Article IV of the Declaration after the Class B Membership shall cease under Section 2(A) of this Article, the Class B Membership and voting rights shall be immediately reinstated and resumed, and shall continue until the subsequent occurrence of one of the above events.

ARTICLE IV
PROPERTY SUBJECT TO THIS DECLARATION AND
ADDITIONS TO THE PROPERTY

Section 1. Property Subject to Declaration. The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Additions to the Property. Declarant and the Association reserve the right to add, or cause to be added, other real property not now included within the Property to the Property in the manner set forth below and such additional real property shall be subject to the provisions of this Declaration.

Section 3. Annexation Without Association Approval. Declarant may from time to time within fifteen (15) years of the date of this Declaration bring, in whole or in part, the Undeveloped Parcel under the provisions hereof by recorded supplemental declarations which shall not require the consent of the existing Owners or the Association, or any mortgagee, or the Department of Housing and Urban Development or the Veterans Administration. To the extent that additional real property (i.e., the Undeveloped Parcel) shall be made a part of the Property, reference herein to the Property should be deemed to be reference to all of such additional property where such references are intended to include property other than that legally described above. Nothing herein shall prevent Declarant from rezoning and changing the

development plans, with respect to such future portions, or adding additional or other property to the Property

The additional lands annexed in accordance with the provisions hereof shall become subject to the provisions of this Declaration upon recording, in the Public Records of Hillsborough County, Florida, an amendment or supplement hereto, properly executed by Declarant and without the consent of the Members of the Association. Until such amendment is recorded no provision of this Declaration shall be effective as to all or any portion of the Undeveloped Parcel, nor shall this Declaration constitute a cloud or encumbrance on the title of said Undeveloped Parcel

Section 4 Additions or Modifications Such amendments or supplements to the Declaration may contain such complementary additions and modifications of this Declaration as may be necessary to reflect the different character, if any, of the Undeveloped Parcel, which is the subject of such amendments or supplements to the Declaration, as may be determined by Declarant. Further, such amendments or supplements to the Declaration may contain provisions relating to such Undeveloped Parcel, or any portions thereof, dealing with, among other things, assessments and the basis thereof, rules and regulations, architectural controls, and other provisions pertaining to all or part of such Undeveloped Parcel to the exclusion of other portions of the Property

Section 5 Other Annexation of Property Land, other than sections of the Undeveloped Parcel annexed to the Property in accordance with Section 3 of this Article, may be annexed to the Property upon the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association. Such annexation shall become effective upon the recording of an amendment or supplement to this Declaration in the Public Records of Hillsborough County

Section 6 Platting As long as there is a Class B Membership, Declarant shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property and to file subdivision restrictions and amendments thereto with respect to any undeveloped portion or portions of the Property without the consent or approval of any Owner

Section 7 Amendment As long as there is a Class B Membership, the provisions of this Article IV cannot be amended without the written consent of Declarant, and any amendment of this Article IV without the written consent of Declarant shall be deemed null and void

Section 8 Recordation Upon each commitment of additional real property to this Declaration, a recordation of such additions shall be made as a supplement to this Declaration in the Official Records of Hillsborough County, Florida, such real property

described therein shall be committed to the covenants contained in this Declaration and shall be considered "Property" as fully as though originally designated herein as Property

Section 9 Merger Nothing in this Declaration is intended to limit or restrict in any way the Association's rights or ability to merge or consolidate with any other association as the Board may feel is in the best interests of the Association and its Members. A merger or consolidation of the Association must be approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association. Upon a merger or consolidation of the Association with another association, all Common Area, rights, and obligations shall, by operation of law, be transferred to the surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association, by operation of law, may be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants established by this Declaration within the Property together with the covenants and restrictions established by any supplement upon any other properties as one scheme.

Section 10 Withdrawal of Property Declarant shall have the right to withdraw the Withdrawn Property from the terms and conditions of this Declaration without the joinder, ratification, or approval of the Association, any Owner, or any lienholder, provided that Declarant is the fee simple owner of the Withdrawn Property. In order to withdraw the Withdrawn Property from the terms and conditions of this Declaration, Declarant shall record in the Public Records of Hillsborough County an instrument which shall make reference to this Declaration, state that the purpose of the instrument is to withdraw the Withdrawn Property from the terms and conditions of this Declaration, and contain a legal description of the Withdrawn Property. Upon the withdrawal of the Withdrawn Property from the terms and conditions of this Declaration, the Withdrawn Property shall no longer be subject to the terms of this Declaration. Declarant shall have the right to convey Withdrawn Property to the Association as Common Area.

Section 11 Special Taxing Districts In the event that a special taxing district or community development district (hereinafter "Taxing District") is established to provide any services currently rendered by or which are the responsibility of the Association, these covenants and conditions shall no longer be of any force and effect as to any such services provided by the Taxing District, provided however the covenants and conditions set forth herein shall continue to bind and run with the land as to all of the Properties for services not provided by the Taxing District. The Association shall have the right to convey or transfer all or portions of the Common Area to the Taxing District so long as the Members shall have the right to use and enjoy the Common Area. If Taxing District is terminated for any reason, these covenants and conditions shall thereupon apply in full force and effect as if the Taxing District had never been created.

ARTICLE V
FUNCTIONS OF THE ASSOCIATION

Section 1 Through Board Action The affairs and decisions of the Association shall be conducted and made by the Board. The Members shall only have such power or rights of approval or consent as is expressly specified herein, or in the Articles or Bylaws. In the absence of a specific requirement of approval by Members, the Board may act on its own through its proper officers.

Section 2 Required Services In addition to those other responsibilities specified in the Governing Documents, the Association, or its management company if applicable, shall be required to provide the following services as and when deemed necessary or appropriate by the Board and shall have easement rights necessary to perform same:

A Maintenance and repair of the Common Area, and all improvements thereon including roadways, access gates, sidewalks, recreational facilities, landscaping, and utilities, as and when deemed appropriate by the Board.

B Maintenance of lawn and landscaping which may include, but shall not be limited to, mowing, edging, weeding, trimming, pruning trees, fertilizing, lawn pest control, and maintenance of irrigation timers, valves, and sprinklers.

C Payment of ad valorem taxes and personal property taxes, if applicable, with respect to the Common Area.

D Operation of the Common Area in accordance with the rules and other standards adopted by the Board from time to time.

E Taking any and all actions necessary to enforce all covenants, restrictions, and easements affecting the Property and performing any of the functions or services delegated to the Association in the Governing Documents.

F Conducting business of the Association, including arranging for ancillary administrative services such as legal, accounting, financial, and communication services such as informing Owners of activities, meetings, and other important events.

G Acceptance of any instrument of conveyance with respect to any Common Area delivered to the Association.

H The maintenance, operation, and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater

management capabilities as permitted by SWFWMD Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by SWFWMD

Section 3 Authorized Services The Association shall be authorized, but not required, to provide the following functions and services and shall have easement rights necessary to perform same

A Such other services as are authorized in the Governing Documents

B Cleanup, landscaping, maintenance, dredging, water treatment or other care of canals, roads, or other property (public or private), adjacent to or near the Property, or other property designated Common Maintenance Area by Declarant or Association, to the extent such care would be beneficial to the Property and to the extent that the Association has been granted the right to so care for the affected property by the owner thereof or other Person authorized to grant such right, including, but not limited to, any appropriate governmental authority

C Such other services which the Board deems appropriate to promote the recreation, health, safety, and welfare of the residents in the Property

Section 4 Actions by Association Anything herein to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating or otherwise abetting any legal action, claim or extra-judicial action unless such legal action, claim or extra-judicial action shall be specifically approved for such purposes by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than seventy-five percent (75%) of the total votes of the Association, except for

A Actions brought by the Association to enforce the provisions of this Declaration

B Collecting of debts owed to the Association

C Bringing any contest or appeal of tax assessments relating to any property owned by the Association

D Counterclaims brought by the Association in proceedings instituted against it

ARTICLE VI **COMMUNITY WALLS**

Section 1 Community Wall Declarant or the Association may construct walls or fences within the Property (the "Community Wall(s)") A Community Wall shall

hereinafter be defined as any wall or fence built by Declarant or the Association, in any Common Area, easement, or elsewhere on the Property as a visual barrier, decorative, architectural, or safety feature, or for any other reason at the sole discretion of Declarant or the Association, or as a requirement of any municipality or governing authority for the benefit of the Association

Section 2 Maintenance of Community Walls Community Wall maintenance shall be performed by the Association

ARTICLE VII **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1 Creation of the Lien and Personal Obligation of Assessments Declarant, for each Lot owned, hereby covenants and each Owner of any Lot, by acceptance of a deed thereto, is deemed to covenant and agree to pay to the Association Common Assessments, Special Assessments, Specific Assessments, Commencement Assessments, and assessments for the costs of maintenance and operation of the Surface Water or Stormwater Management System

All such assessments, together with late fees, interest, costs, and reasonable attorneys' fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees for collection thereof, shall also be the personal obligation of the Person who was the Owner of such Property at the time when the assessment fell due until paid

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 in the Property and for the improvement and maintenance of the Common Area, Common Maintenance Area, easement area benefiting the Property, or right-of-way area adjacent to the Property the Association chooses to maintain, or for any other purpose set forth in the Declaration that the Board deems appropriate

Section 3 Maximum Annual Common Assessment Until January 1 of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual Common Assessment shall be Five Hundred Dollars (\$500) per Lot

A From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Common Assessment may be increased each year by ten percent (10%) above the maximum annual Common Assessment for the previous year unilaterally by the Board without the affirmative vote of or confirmation by the Membership

B From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, any increase in the maximum annual Common Assessment more than ten percent (10%) of the prior year's maximum annual Common Assessment, requires the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the votes of the Association present at a meeting duly called for that purpose

C The Board may fix the Common Assessment at an amount not in excess of the maximum

Section 4 Special Assessments for Capital Improvements The Association may levy, in any assessment year, a Special Assessment applicable to that year, provided that any such assessment shall require the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the votes of the Association present at a meeting duly called for that purpose

Section 5 Specific Assessments The Association may levy a Specific Assessment against an Owner's Lot to recover any indebtedness of Owner to the Association arising under any provision of the Governing Documents

Section 6 Uniform Rate of Assessment All Common and Special Assessments must be fixed at a uniform rate for all Lots

Section 7 Commencement Assessment A Commencement Assessment of Two Hundred Fifty Dollars (\$250) per Lot shall be paid to the Association at the time of closing by the original purchaser of a Lot purchasing from the Declarant or its successor. The Association may use the Commencement Assessment for any of the purposes set forth in this Declaration

Section 8 Date of Commencement of Common Assessments Due Dates The Common Assessments provided for in this Article shall commence as to all Lots on the date (which shall be the first day of the month) fixed by the Board to be the date of commencement. Each subsequent Common Assessment shall be imposed for the year beginning January 1 and ending December 31. The Common Assessments shall be payable in advance in monthly installments, or in annual, semi-annual, or quarter-annual installments if so determined by the Board. The first Common Assessment shall be adjusted according to the number of months remaining in the calendar year. Written notice of the assessments shall be sent to every Owner subject thereto. 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 is binding upon the Association as of the date of its issuance

Section 9 Declarant's Obligation for Assessments Notwithstanding anything herein to the contrary, as long as Class B Membership exists, as to unoccupied Lots owned by Declarant, Declarant may elect not to pay the Common Assessment on each such unoccupied Lot. Should Declarant elect not to pay the assessments, Declarant shall pay all costs incurred by the Association in accomplishment of the purposes set forth in Article VII, Section 2 hereof, in excess of the total amount collected by the Association through all assessments. This obligation of Declarant shall hereinafter be referred to as Declarant's "Deficiency Obligation". Irrespective of any election on the part of Declarant, any Residence located on any Lot owned by Declarant which is occupied as a residence shall be subject to one hundred percent (100%) of any and all applicable assessments. Declarant may at any time revoke this election and place himself in the position of being obligated to pay the full impact of all assessments for each Lot owned by Declarant at the time said revocation is presented to the Association.

Section 10 Effect of Nonpayment of Assessments Remedies of the Association Any assessment not paid within fifteen (15) days after the due date shall bear a late fee of Twenty-Five Dollars (\$25) and interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's 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 Assumption of Delinquent Assessments by Successors The personal component of the obligation for delinquent assessments shall not pass to the Lot Owner's successors in title unless expressly assumed by them. Irrespective of the assumption of the personal component of the obligation by any successor in title, the lien for delinquent assessments shall continue to be a lien upon the Lot until such time as it is fully paid.

Section 12 Subordination of the Lien to Mortgages The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this section shall be deemed to be an assessment divided equally among, payable by and a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Notwithstanding any contrary provision hereof, no Institutional Lender acquiring title to a Lot through foreclosure or conveyance in lieu of foreclosure, and no purchaser at a foreclosure sale, and no persons claiming by, through or under such Institutional Lender or purchaser, shall be personally obligated to pay assessments that accrue prior to the Institutional Lender's or the foreclosure purchaser's acquiring title.

Failure to pay assessments shall not constitute a default in any mortgage unless provided in such mortgage. Nothing contained in this Declaration shall be construed to impose a duty on any mortgagee to collect assessments.

Section 13 Exempt Property The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

- A All Common Area
- B Any property not designated as a Lot

ARTICLE VIII **ARCHITECTURAL CONTROL**

Except for those improvements constructed by Declarant, no building, fence, wall, mailbox, newspaper box, dock, or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to, change, alteration or repair (other than repairing or restoring the exterior of any building located upon the Property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing by the Board or by an architectural committee appointed by the Board.

The Board may promulgate design and development guidelines, application and review procedures, and building criteria (the "Guidelines"). The Guidelines shall be promulgated on behalf of the Association and shall be binding upon all Owners, builders, developers, and contractors. The Board shall have sole and full authority to prepare and to amend, from time to time, the Guidelines.

ARTICLE IX **USE RESTRICTIONS**

The Property, shall be subject to the following restrictions, reservations, and conditions, which shall be binding upon Declarant and upon each Owner who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

Section 1 Residential Lots Except as specifically provided in this Declaration, no use shall be made of Lots other than for residential purposes.

Section 2 Mining or Drilling There shall be no mining, quarrying, or drilling for minerals, oil, gas, or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of Declarant or the Association, or any assignee of Declarant or the Association, in dredging the Water Areas, creating land areas from

Water Areas, or creating, excavating, or maintaining drainage or other facilities or easements, or the installation of wells or pumps in compliance with applicable governmental requirements, or for sprinkler systems for any portions of the Property

Section 3 Antennas, Aerials, Satellite Dishes and Flagpoles Outside antennas, antenna poles, antenna masts, satellite television reception devices larger than forty inches (40") in diameter, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall not be permitted except as approved in writing by the Board. Satellite television reception devices no larger than forty inches (40") in diameter are permitted without Board approval if the devices are affixed to the rear portion of a Residence. Owners shall use their best efforts to locate the satellite television reception devices so they are not visible from the street fronting the building. No antennae shall extend more than ten feet (10') above a Residence. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by the Board, as to its design, height, location and type of flag.

Section 4 Outside Lighting Except as may be installed initially by Declarant, no spotlights, flood lights, or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Residence or the improvements thereon or upon any Common Area or any part thereof, without the written authorization of the Board.

Section 5 Trees Trees shall not be cut or removed without approval by the Board.

Section 6 Walls and Fences Walls, fences, or similar structures, dog runs or animal pens of any kind shall not be placed or erected on any portion of the Property unless approved in writing by the Board.

Section 7 Subdivision or Partition No portion of the Property shall be subdivided except with the Board's or Declarant's prior written consent.

Section 8 Casualty Destruction to Improvements In the event an improvement is damaged or destroyed by casualty, hazard, or other loss, then, within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged improvement and diligently continue such rebuilding or repairing activities to completion or, clear the damaged improvement and grass over and landscape such Lot. A destroyed improvement shall only be replaced with an improvement of similar size, type, construction, and elevation as that destroyed unless the prior written consent of the Board is obtained.

Section 9 Insurance Rates Nothing shall be done or kept on any Common Area which shall increase the insurance rates of the Association without the prior written consent of the Board.

Section 10 Surface Water or Stormwater Management System

A The Association shall operate, maintain, and manage the Surface Water or Stormwater Management System(s) in a manner consistent with SWFWMD Permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, treatment, conveyance or other surface water or stormwater management capabilities as permitted by SWFWMD. The Association shall be responsible for such maintenance and operation of the entire Surface Water or Stormwater Management System within the Property including but not limited to, all lakes, canals, swale areas, retention areas, culverts, pipes, and related appurtenances regardless of location or whether owned by the Association. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by SWFWMD.

B No structure of any kind shall be constructed or erected within, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas or the Surface Water or Stormwater Management System, nor shall any grading, alteration, or other modifications to these areas be made without the prior written permission of the Association and SWFWMD.

C No Owner shall remove native vegetation (including cattails) that becomes established within the Surface Water or Stormwater Management System, without prior written approval from SWFWMD and the Association. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners should address any questions regarding authorized activities within the Surface Water or Stormwater Management System to the SWFWMD, Permitting Department.

D No Owner shall in any way deny or prevent ingress and egress by Declarant, the Association, Hillsborough County, or SWFWMD to any drainage areas or the Surface Water or Stormwater Management System for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of Declarant, the Association, SWFWMD, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

E No Lot shall be increased in size by filling in any drainage areas or other portion of the Surface Water or Stormwater Management System. No Owner shall fill, dike, rip-rap, block, divert, or change the established drainage areas or the Surface Water or Stormwater Management System without the prior written consent of the Board and SWFWMD.

F Any wall, fence, paving, planting or other improvement which is placed by an Owner within a drainage area, drainage easement, or the Surface Water or Stormwater Management System including, but not limited to, easements for maintenance or ingress and egress access, shall be removed, if required by the Association, or SWFWMD, the cost of which shall be paid for by such Owner as a Specific Assessment, as provided in this Declaration

G The Association, SWFWMD, and Hillsborough County shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Surface Water or Stormwater Management System

H Owners may not construct or maintain any building, Residence, or structure, or perform any activity in the wetlands and landscape buffer/easement area, if any, and upland conservation areas, if any, described in the approved permit and Plat, unless prior approval is received from SWFWMD, the Board, and Hillsborough County pursuant to Chapter 40, Florida Administrative Code

I The covenants and restrictions regarding the Surface Water or Stormwater Management System are in no way intended to obligate the Association to perform any repairs, maintenance, corrections or modifications to those areas that Hillsborough County, or SWFWMD will maintain as part of their governmental obligation, agreement with Declarant, or as provided in any permits or ordinances

Section 11 Lake Level Fluctuations Neither Declarant nor the Association makes any representation concerning the current or future water levels in any of the bodies of water in the Common Area or Surface Water or Stormwater Management System, nor shall Declarant, or the Association bear any responsibility in attempting to adjust or modify the water levels since such levels are subject to seasonal groundwater and rainfall fluctuations that are beyond the control of Declarant and the Association

Each Owner hereby acknowledges that lake level fluctuations are a naturally occurring phenomenon and each Owner, by the acceptance of a deed to his Lot, shall be deemed to have agreed that neither Declarant, the Association, Hillsborough County, nor any other governmental agency shall have any liability or responsibility whatsoever (whether financial or otherwise) with respect to the lake level fluctuations

Section 12 Pets, Livestock and Poultry No animals, livestock, or poultry of any kind shall be raised, bred, or kept within the Property, other than household pets provided they are not kept, bred, or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other Owner No pet shall be allowed outside a Lot except on a leash No pets shall be permitted to place or have excretions on any portion of the Property unless the owner of the pet

physically removes any such excretions from that portion of the Property. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds, and fish. Commercial activities involving pets shall not be allowed. The Association or Declarant may establish limits on the number and kind of pets that may be kept or permitted to be kept on any Lot.

Section 13 Signs No signs, except a "For Sale or Lease" sign not exceeding four (4) square feet in surface area and one sign of not more than one (1) square foot used to indicate the name of the resident, shall be erected or displayed to the public view on any Lot. Notwithstanding the foregoing, Declarant specifically reserves the right for itself, its successors, nominees, assigns, and the Association, to place and maintain any and all signs they may deem necessary, regardless of whether or not the sign complies with the mandates of the Association and its Members, in connection with construction, marketing, sales, and rental of Residences and Lots, and identifying or informational signs, anywhere on the Property.

Section 14 Garbage Containers, Oil and Gas Tanks, Outdoor Equipment No garbage containers, oil tanks, or bottled gas tanks shall be allowed on any Lot without the express written consent of the Board. All non-hazardous trash and other waste shall be placed in secured plastic bags and disposed of in dumpsters provided by the Association. No trash or other waste is to be placed or stored in the Common Area.

Section 15 Vehicles and Recreational Equipment No truck or commercial vehicle, (except police or other governmental automobiles), mobile home, motor home, house trailer, utility trailer, camper, boat, boat trailer or other recreational vehicle or equipment, horse trailer, bus, passenger vehicle without current registration, van (other than a passenger van), or the like shall be permitted to be parked or to be stored at any place on any portion of the Property unless they are parked within a garage. For the purposes of this rule the following definitions shall apply:

A "Truck" means a vehicle with any sort of weight capacity, which has a compartment or bed for carrying cargo, as opposed to passengers. Regardless if such vehicle has a cover or "topper" for the cargo-carrying area, it shall be deemed to be a truck. Trucks with a cargo capacity of one ton or less shall be permitted on the Property.

B "Commercial Vehicle" means any vehicle, which from viewing the exterior of the vehicle or any portion thereof, shows any commercial marking, signs, displays, or otherwise indicates a commercial use.

This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles used for pickup, delivery, and repair and maintenance of a Lot, nor to any vehicles of Declarant.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations adopted by the Association may be towed by the Association, at the sole expense of the owner of such vehicle or recreational equipment, if it remains in violation for a period of twenty-four (24) consecutive hours or for forty-eight (48) non-consecutive hours in any seven (7) day period. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

Section 16 Repairs No maintenance or repairs shall be performed on any vehicles upon any portion of the Property for a period exceeding two hours, except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within twelve (12) hours from its immobilization or the vehicle must be removed.

Section 17 Prohibited Structures No structure of a temporary character, including but not limited to, trailers, tents, shacks, sheds, barns, tree-houses or other outbuildings shall be placed or erected on the Property at any time without the express written permission of the Board.

Section 18 Nuisances No obnoxious, unpleasant, unsightly, or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this section shall be decided by the Board, whose decision shall be final.

Section 19 Window Treatment No reflective foil, sheets, newspapers, or other similar material shall be permitted on any window or glass door. Drapes, blinds, verticals, and other window coverings visible from outside a Residence shall have a white, beige, or similar light coloring.

Section 20 Games and Play Structures No basketball courts or basketball standards or backboards (whether permanent or moveable) shall be installed, placed, or affixed to any structure on any portion of the Property without the express written permission of the Board.

Section 21 Common Area Other than those improvements constructed by Declarant, no improvements shall be constructed upon any portion of the Common Area without the approval of the Board. The following shall apply to the Common Area:

A. No activities constituting a nuisance shall be conducted upon any Common Area.

B No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon any Common Area

C The Association may from time to time adopt reasonable rules and regulations concerning use of the Common Area which shall be binding upon all Members

D Nothing shall be stored, constructed within or removed from the Common Area other than by Declarant, except with the prior written approval of the Board

Section 22 Other Restrictions Established by the Board The Board shall have the authority, from time to time, to include other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the residential planning criteria promulgated by the Board. However, once the Board promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the Board modifies, changes or promulgates new restrictions or the Board modifies or changes restrictions set forth by the Board

Section 23 No Implied Waiver The failure of the Association or Declarant to object to an Owner's or other party's failure to comply with this Declaration or any other Governing Documents shall in no event be deemed a waiver by Declarant or the Association, or any other Person having an interest therein, of that Owner's or other party's requirement and obligation to abide by this Declaration

Section 24 Imposition of Fines for Violations It is acknowledged and agreed among all Owners that a violation of any of the provisions of this Declaration by an Owner or resident may impose irreparable harm to the other Owners or residents. All Owners agree that a fine may be imposed by the Association for each day a violation continues after notification by the Association. All fines collected shall be used for the benefit of the Association. Any fine levied shall be paid within fifteen (15) days after mailing of notice of that fine. If not paid within the fifteen (15) days the amount of such fine shall accrue interest at a rate of ten percent (10%) per annum, and shall be treated as a Specific Assessment as provided in Article VII

Section 25 Association Waiver In the event that a violation of any of these restrictions shall occur, which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Board shall have the right and authority to waive such violation

Section 26 Compliance with Documents Each Owner and his family members, guests, invitees, lessees and their family members, guests, and invitees, and his or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this

Declaration The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within the Property. Such Owner shall be liable to the Association for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties which shall be immediately paid for by the Owner as a Specific Assessment as provided in Article VII. Failure of an Owner to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the Owner or such other Person.

Section 27 Violation If any Person claiming by, through or under Declarant, or its successors or assigns, or any other Person, shall violate or attempt to violate any of the covenants herein, it shall be lawful for Declarant or any Owner to bring any proceeding at law or in equity against the Person(s) violating or attempting to violate any such covenants, including action to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other dues for such violation. If the party or parties bringing any such action prevail, they shall be entitled to recover from the Person(s) violating these restrictions the costs incurred by such prevailing party, including reasonable attorneys' fees and disbursements incurred through all appellate levels. Invalidation of any of these covenants by judgment of court order shall in no way affect any of the other covenants and provisions, contained herein, which shall remain in full force and effect.

Section 28 Rights of Declarant Notwithstanding anything in this Declaration to the contrary, Declarant shall have the right to use Property for ingress and egress thereover including the use of construction machinery and trucks thereon and no Person shall in any way impede or interfere with Declarant, its employees or agents, in the exercise of this right herein reserved, or interfere with the completion of the contemplated improvements or sale of Lots and improvements thereon. Declarant may make such use of Property free from the interference of Owners, or contract purchasers, as may be reasonably necessary to facilitate the completion and sale of Lots and Residences thereon, including but not limited to, the maintenance of a sales office and model area, the showing of Property, the display of signs, and the right to construct or place sales and construction offices of a temporary nature on the Property.

ARTICLE X

ENFORCEMENT OF NON-MONETARY DEFAULTS

Section 1 Non-monetary Defaults In the event of a violation by any Member or Owner (other than the nonpayment of any assessments or other monies) of any of the provisions of the Governing Documents or restrictions set forth by the Association, the Association shall notify the Member or Owner of the violation by written notice. If the violation is not cured as soon as practicable, and in any event, no later than seven (7)

days after the receipt of the written notice, or if the Member or Owner fails to commence, within said seven (7) day period, and diligently proceed to completely cure the violation, the Association may, at its option

A Specific Performance Commence an action to enforce the performance on the part of the Member or Owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief, and/or

B Damages Commence an action to recover damages, and/or

C Corrective Action Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or perform any maintenance required to be performed by this Declaration, including the right to enter upon a Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of the Governing Documents or any restrictions set forth by the Board

Section 2 Expenses All expenses incurred by the Association in connection with the correction of any violation, or the commencement of any action against any Owner, including administrative fees and costs and reasonable attorneys' fees and disbursements through the appellate level, shall be a Specific Assessment, as provided in Article VII, assessed against the applicable Owner, and shall be due upon written demand by the Association

Section 3 Late Fees Any amount due to Declarant or the Association which is not paid within fifteen (15) days after the due date shall bear a late fee of Twenty-Five Dollars (\$25) and interest at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot

Section 4 No Waiver The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of the Association to enforce such right, provisions, covenant, or condition in the future

Section 5 Rights Cumulative All rights, remedies, and privileges granted to the Association pursuant to any terms, provisions, covenants, or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association from executing such additional remedies, rights or privileges as may be granted or as it might have by law

Section 6 Enforcement By or Against the Persons In addition to the foregoing, the Declaration may be enforced by Declarant, the Association, or any Owner by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain any violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of this Declaration. The prevailing party in any such action shall be entitled to recover its reasonable attorney fees and disbursements through the appellate level.

Section 7 Certificate as to Default Upon request by any Owner or mortgagee, holding a mortgage encumbering any Lot, the Association shall execute and deliver a written certificate as to whether such Owner is in default with respect to compliance with the terms and provisions of this Declaration.

ARTICLE XI INDEMNIFICATION

Section 1 Indemnification of Officers, Directors or Agents The Association shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, Officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

A To the extent that a Director, Officer, employee or agent of the Association is entitled to indemnification by the Association in accordance with this Article, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

B The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of Members, or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by

this Article shall continue as to a Person who has ceased to be a member of the Board, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person

C The Association shall have the power to purchase and maintain insurance on behalf of any Person who is or was a Director, Officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article

ARTICLE XII **AMENDMENTS**

Section 1 Amendment by the Association This Declaration may be amended, changed, or added to, at any time and from time to time, upon the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association. Any amendment of this Declaration shall be recorded in the Public Records of Hillsborough County, Florida

Section 2 Amendment to Comply with Governmental Authority As long as there is a Class B Membership, Declarant specifically reserves the right to amend this Declaration, without the consent or joinder of any party, in order to comply with the requirements of the Department of Housing and Urban Development, Veteran's Administration, SWFWMD, Federal National Mortgage Association, Hillsborough County, or any other governmental agency

ANY AMENDMENT TO THE DECLARATION WHICH ALTERS THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM, BEYOND MAINTENANCE IN ITS ORIGINAL CONDITION, INCLUDING THE WATER MANAGEMENT PORTIONS OF THE COMMON AREA, MUST HAVE THE PRIOR APPROVAL OF SWFWMD

Section 3 Amendment to Correct Scrivener's Errors and Clarify Ambiguities Declarant shall have the right at any time to amend this Declaration to correct scrivener's errors and to clarify ambiguities determined to exist herein. No amendment shall impair or prejudice rights or priorities of any Institutional Lender without their written consent

ARTICLE XIII
GENERAL PROVISIONS

Section 1 Assignment of Rights and Duties to the Association Declarant may at any time assign and delegate to the Association all or any portion of Declarant's rights, title, interests, duties or obligations created by this Declaration. It is understood that the Association has been formed as a homeowner's association in order to effectuate the intent of Declarant for the proper development, operation and management of the Property. Wherever herein Declarant or the Association or both are given the right, duty, or obligation to approve, enforce, waive, collect, sue, demand, give notice, or take any other action or grant any relief or perform any task, such action may be taken by Declarant or the Association until such time as Declarant or any successor declarant is divested of its interest in any portion of the Property or the Undeveloped Parcels, or has terminated its interest in the Property or Undeveloped Parcels, or Declarant has assigned its rights, duties, and obligations hereunder to the Association. Thereafter, all rights, duties and obligations of Declarant shall be administered solely by the Association in accordance with the procedures set forth herein and the Governing Documents.

Section 2 Covenants to Run with the Title to the Land This Declaration, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the Property and shall remain in full force and effect until terminated in accordance with provisions set out herein.

Section 3 Enforcement Declarant, the Association, or any Owner, shall 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 the Declaration. Failure by Declarant, the Association, or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4 Severability Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 5 Duration The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. Thereafter these covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless termination of the provisions of this Declaration is approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association. Any termination of this Declaration shall be recorded in the Public Records of Hillsborough County, Florida. Unless this Declaration is

terminated as provided above, the association shall re-record this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect

Section 6 Communication All communication from individual Owners to Declarant, its successors or assigns, the Board, or any Officer of the Association shall be in writing

Section 7 Notice Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing

Section 8 Conflict This Declaration shall take precedence over conflicting provisions in the Articles and Bylaws and the Articles shall take precedence over the Bylaws

Section 9 Usage Whenever used herein the singular number shall include the plural and plural the singular, and the use of any gender shall include all genders

Section 10 Governing Law The construction, validity, and enforcement of this Declaration shall be determined according to the laws of the State of Florida Any action or suit brought in connection with this Declaration shall be in Hillsborough County, Florida

Section 11 HUD/VA Approval As long as there is a Class B Membership, and so long as the Department of Housing and Urban Development or the Veteran's Administration is holding, insuring, or guaranteeing any loan secured by property subject to this Declaration, the following actions will require the approval of the Department of Housing and Urban Development or the Veterans Administration annexation of additional properties, dedication of Common Area, and amendment of this Declaration

Section 12 Security Declarant and the Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make them safer than they otherwise might be Neither Declarant nor the Association shall in any way be considered insurers or guarantors of security within the property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of any effectiveness of security measures undertaken

IN WITNESS WHEREOF, the undersigned, being Declarant, has hereunto set its hand and seal the day and year first above written

Signed, sealed and delivered in our presence

DECLARANT:

BEAZER HOMES CORP.

By [Signature]
Print name Lou Steffens
Its Division President

[Signature]
Print Name JEFFERY R. KING
[Signature]
Print Name Stefanie Rosenthal

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 10TH day of APRIL 2000, by LOU STEFFENS as DIVISION PRESIDENT of Beazer Homes Corp, a Tennessee corporation He is personally known to me

[Signature]
Signature of Notary Public
ALFRED J. KESLER
Print name of Notary Public
Notary Public State of Florida
My Commission Expires AUG 14, 2005

ALFRED J KESLER
Notary Public - State of Florida
My Commission Expires Aug 14, 2005
Commission # CC671789