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TAMPA PALMS NORTH

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR

MAYFAIR NEIGHBORHOOD

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**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
MAYFAIR NEIGHBORHOOD**

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THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR MAYFAIR NEIGHBORHOOD ("Declaration") is made as of the day and year noted below, by LENNAR HOMES, INC., a Florida corporation ("Declarant" as hereinafter defined) and joined in by the Mayfair Neighborhood Association, Inc., a Florida not-for-profit corporation ("Association" as hereinafter defined).

Declarant is the developer of a master planned residential community known as Tampa Palms North, within which Declarant has developed or is in the process of developing a subdivision to be commonly known as Mayfair ("Neighborhood"). The purpose of this Declaration is to provide various use and maintenance requirements and restrictions in the best interest of the Owners of Homes within the Neighborhood and to preserve and protect the values of the Neighborhood Lands (as hereinafter defined). This Declaration also will serve to establish the Association as the entity charged with the ownership of the Common Areas, the operation and/or maintenance of various portions of the Neighborhood Lands and the improvements constructed thereon, the enforcement of the terms and provisions of this Declaration, and other various other rights and responsibilities as described hereinafter. The expenses of the Association will be shared by the Owners of Homes constructed on the Neighborhood Lands, who, along with the Declarant, will be Members of the Association.

NOW, THEREFORE, Declarant hereby declares that the Neighborhood Lands (as hereinafter defined) and such additions as may, in the future, be made subject to the terms of the Declaration, shall be held, transferred, sold, conveyed, leased, mortgaged, occupied, used and otherwise dealt with subject to the terms and conditions of this Declaration, all of which are created in the best interest of the Owners and residents of the Neighborhood Lands, and which will run with the Neighborhood Lands and shall be binding upon all persons having and/or acquiring any right, title or interest in the Neighborhood Lands or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the Neighborhood Lands, or any portion thereof.

ARTICLE I DEFINITIONS

The terms used in this Declaration and in the Articles and Bylaws of the Association, shall have the following meanings, unless the context otherwise requires:

1.1 "Articles" shall mean the Articles of Incorporation of the Association which have been filed in the office of the Secretary of State of Florida, a copy of which is attached hereto, marked Exhibit "B" and incorporated herein by this reference, as such Articles may be amended from time to time

1.2 "Assessments" shall mean the charges against each Owner and such Owner's Lot as more particularly described in Article VI hereof.

1.3 "Association" shall mean and refer to Mayfair Neighborhood Association, Inc., a Florida not-for-profit corporation.

1.4 "Board" shall mean the board of directors of the Association, elected or appointed in accordance with the By-Laws of the Association.

1.5 "By-Laws" shall mean the By-Laws of the Association, which have been or shall be adopted by the Board substantially in the form of Exhibit "C" attached hereto and incorporated herein by this reference, as such By-Laws may be amended from time to time.

1.6 "Club Tampa Palms" shall mean the recreational facilities and amenities owned and/or developed by the Declarant or its related entity or their designee within the Tampa Palms North Development and to be commonly known by such name. An Owner, by virtue of taking title to a Lot, shall be required to pay assessments to the Community Association, a portion of which, shall be paid by the Community Association to the Owner of Club Tampa Palms pursuant to agreement or deed restriction.

1.7 "Common Areas" shall mean and refer to that part of the Neighborhood Lands now or hereafter actually used and designated for the use and benefit of the residents in the Neighborhood, which may include, but are not limited to, Common Driveways, Parking Areas (if any), green areas, the surface water management system for the Neighborhood as defined by plat or appropriate governmental permit, mitigation areas, lakes, retention area, culverts and related appurtenances and the like (if any), and entry features, if any, and which may sometimes be referred to herein as "Neighborhood Property."

1.8 "Common Driveways" and "Parking Area, if any" shall mean and refer to that part of the Common Areas now or hereafter actually used and paved for vehicular access and striped and designated for parking for the Owners of Homes in the Neighborhood.

1.9 "Common Expenses" shall mean all expenses incurred and Assessments (including Special Assessments levied against each Owner and Lot within the Neighborhood) and the actual and estimated costs of maintenance, management, operation, repair and replacement of the Common Areas, including, without limitation: the costs of any and all utility charges for the Common Areas; costs of management and administration of the Association (including, without limitation, compensation paid by the Association to Managers, accountants, attorneys and other employees); the cost of all gardening and landscaping of the Common Areas; the cost of maintenance of the lawns and landscaping on the Lots as described hereinafter; the cost of maintenance, operation, repair and replacement of equipment furnishing lighting for the Common Areas and the cost of owning or leasing lights for the Common Driveways (if any); the cost of fire, casualty and liability insurance, workers' compensation insurance, and other insurance covering the Common Areas and the Association; the cost of bonding persons who handle monies of the Association; taxes paid by the Association (including real property taxes for the Common Areas); amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Areas, or portions thereof; and the costs of any other item or items incurred by the Association for any reason whatsoever in connection with the Common Areas or for the benefit of the Owners.

1.10 "Community Association" shall mean the Tampa Palms North Owners Association, Inc., the association created to administer the common areas of the Tampa Palms North Development pursuant to the Community Declaration.

1.11 "Community Declaration" shall mean and refer to the Declaration of Covenants and Restrictions for Tampa Palms North Owners Association, Inc., as recorded in Official Records Book 8140, Page 1771, public records of the County, as has been or may be amended from time to time.

1.12 "County" shall mean Hillsborough County, Florida.

1.13 "Declarant" shall mean and refer to Lennar Homes, Inc., and its successors and such of its assigns as to which the rights of Declarant hereunder are specifically assigned. Declarant may assign only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Neighborhood. In the event of such a partial assignment, the assignee shall not be deemed the Declarant, but may exercise such rights of the Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Except to the extent specifically provided hereinafter, Declarant shall be deemed to have automatically assigned to the Association (without requirement for any recording as otherwise provided herein) any and all remaining reserved Declarant rights as contained herein on the date that Declarant no longer owns any Lots in the Neighborhood.

1.14 "Declaration" shall mean this instrument as it may be amended from time to time.

1.15 "First Mortgage" shall mean a Mortgage (as defined hereinafter) recorded prior to all other Mortgages on the same property.

1.16 "Home" shall mean an attached or detached or single family dwelling constructed upon a Lot which is designated and intended for use and occupancy as a residence and which is subject to Assessments and the terms and provisions of this Declaration.

1.17 "Lot" shall mean and refer to those lots shown upon the recorded subdivision plat or plats of the Neighborhood Lands upon which shall be built Homes.

1.18 "Management Company" shall mean the person, firm or corporation, operating in compliance with Chapter 468, Florida Statutes, appointed by the Association pursuant to written contract and hereunder as its agent and to which is delegated certain duties, powers or functions of the Association.

1.19 "Member" shall mean all owners of Homes in the Neighborhood, and Declarant holding a membership in the Association as provided herein.

1.20 "Mortgage" shall mean any mortgage encumbering a Lot. The term "Mortgagee" shall mean the holder of such mortgage.

1.21 "Neighborhood" shall mean the Homes, Lots and Common Areas within the Neighborhood Lands.

1.22 "Neighborhood Lands" shall mean and refer to the land described on Exhibit "A" attached hereto and any other lands made subject to this Declaration by annexation.

1.23 "Neighborhood Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Neighborhood. The Neighborhood Standard may be set by the Board, and in addition the Committee may specifically determine and set forth portions of the Neighborhood Standard with regard to construction activities and improvements within the Neighborhood Lands.

1.24 "Owner" shall mean and refer to the person or persons or other legal entity or entities, including Declarant, holding fee simple interest of record to any Lot, including sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation. For purposes of Article I only, unless the context otherwise requires, "Owner" shall include the family members, invitees, licensees and lessees of any Owner.

1.25 "Person" shall mean a natural individual or any other entity with the legal right to hold title to real property.

1.26 "Residential Property" shall collectively mean the Lots together with the Homes constructed thereon from time to time.

1.27 "Rules and Regulations" shall mean those rules and regulations for the use of the Lots, Homes and Common Areas as promulgated from time to time by the Association.

1.28 "Supplemental Declaration" shall mean any Declaration which may be recorded by Declarant for the purpose of supplementing this Declaration or for the purpose of withdrawing portions of the Neighborhood Lands or annexing additional property, all in accordance with the terms and provisions hereof.

1.29 "Tampa Palms North Development" or "Development" shall mean that certain tract of land legally described on Exhibit A of the Community Declaration and any additions thereto or amendments, as are brought within the provisions and applicability of the Community Declaration and/or deletions therefrom.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

2.1 Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied, subject to this Declaration, is described in Exhibit A attached hereto and made a part hereof.

2.2 Withdrawal of Land. Declarant shall have the absolute right, but shall have no obligation, to withdraw at any time or from time to time from the effect of this Declaration any or all of that portion of the Neighborhood Lands on which there is no construction of improvements and which are owned by Declarant. The withdrawal of lands as aforesaid shall be made and evidenced by the recording in the public records of the County of a Supplemental Declaration unilaterally executed by Declarant, describing the lands to be withdrawn. Declarant reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association, or of any Member and/or Mortgagee of a Lot or of any property contained within the Development. Upon the filing of such a Supplemental Declaration, all such land described therein shall be relieved from the effect of this Declaration and any restrictions, obligations or lien rights hereunder. Notwithstanding anything to the contrary set forth in this Declaration, if the Neighborhood Lands to be withdrawn are Common Areas previously conveyed or dedicated to the Association, the Association shall convey the withdrawn Neighborhood Lands back to Declarant and the approval or consent of Owners shall not be required for the Association to convey the withdrawn Neighborhood Lands back to Declarant.

2.3 Annexation of Additional Property. Additional real property may be annexed by the Declarant in whole or in part without the consent of Members, the Association or any mortgagees within 20 years of the date of this Declaration. Such annexations, if they are made, will subject the annexed real property to the terms and

conditions of this Declaration. Annexations will become effective upon the recording of a Supplemental Declaration in the public records of the County.

2.4 Conveyance of Common Areas to the Association. At such time as Declarant has conveyed title to 90% of the Lots in the Neighborhood to third parties (and subject to the provisions hereof), or such earlier time as Declarant elects, Declarant shall convey title to the Common Areas to the Association, which shall be obligated to accept such conveyance.

ARTICLE III PROPERTY RIGHTS

3.1 Owner's Easements of Access and Enjoyment. Subject to the provisions below, every Owner shall have a non-exclusive right to use and an easement of enjoyment in and to the Common Areas, together with an easement of access to and from and over and across the Common Areas which shall be appurtenant to and shall pass with the title to the Lot owned by such Owner, subject to the following:

3.1.1 The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure;

3.1.2 All provisions of this Declaration and the Articles and By-Laws;

3.1.3 Rules and Regulations governing the use and enjoyment of the Common Areas adopted by the Association from time to time;

3.1.4 Restrictions contained on any and all plats of all or any part of the Common Areas or filed separately with respect to all or any part or parts of the Common Areas; and

3.1.5 The right of the Association to levy fines and to suspend voting rights for a period not to exceed 60 days.

3.2 Easements and Reserved Rights in Favor of Declarant. Declarant reserves, for itself and its officers, employees, agents, invitees, contractors and subcontractors, and successors and assigns, easements of ingress and egress over and across the Common Areas for all purposes, including, but not limited to, the construction and sale of Lots and Homes and other improvements within the Neighborhood Lands. Further, Declarant hereby reserves the right unto itself and its successors and assigns to select the providers of cable television, telephone and other telecommunications services for the Neighborhood and the Lots thereof, and an easement is hereby reserved to Declarant, with the power to assign same to such service provider(s), over, across, under and through the Lots for purposes of installing, maintaining, repairing, replacing and/or reconstructing all lines and facilities relating, directly or indirectly, to such services provided to the Neighborhood or to other communities in the Tampa Palms North Development. Each Owner, by virtue of such Owner's Lot being subject to this Declaration and the Association, hereby consent to any such determination of service made by Declarant, the results of which shall include payment for such services pursuant to agreement through Assessments levied against the Lots. Declarant further discloses that it has a related company that may have a non-exclusive cable television or telecommunications franchise in the Tampa Palms North Development, and that Declarant shall ensure that such related company shall be required to provide cable television and telecommunications services to the Neighborhood at rates comparable to market rates and service charges provided by other cable televisions and telecommunications service providers doing business in the County.

3.3 Rights of the Association. The easements granted herein shall be subject to the right of the Association to maintain, manage, operate, repair, and to establish uniform and reasonable Rules and Regulations covering the use of the Common Areas; provided, however, that the Association may not restrict the persons described in Section 3.2 hereof from the reasonable use of the Common Areas in connection with the construction and sale of Lots and Homes and other improvements upon the Neighborhood Lands.

3.4 Delegation of Use. Subject to the Rules and Regulations, an Owner may delegate, in accordance with the By-Laws, such Owner's right of ingress and egress over and across the Common Areas to such Owner's guests, invitees and family members, and to tenants and contract purchasers of his Home, and their respective guests, invitees and family members.

3.5 Easement to Public Rights-of-Way. Notwithstanding anything to the contrary set forth in this Declaration, each Owner of a Lot shall have an easement for access to and from such Owner's Lot to a public right-of-way over a paved common driveway. Declarant has an absolute obligation to construct all portions of any Common Driveway necessary to afford all Owners such access.

3.6 Easement for Public Service Use and Public Utilities. In addition to the foregoing easements, there shall be, and Declarant hereby reserves and covenants for itself and all Owners, easements of ingress and egress over and across the Common Areas for public services (including, without limitation, the right of the police and fire department to enter upon any part of the Common Areas for the purpose of rendering their respective services) and for agents and employees of utility companies servicing the Neighborhood.

3.7 Waiver of Use. No Owner shall be exempt from personal liability for Assessments duly levied by the Association against a Member, or release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Areas or by abandonment of such Owner's Lot.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

4.1 Membership. Every Owner of a Lot and the Declarant shall be a Member of the Association. Notwithstanding the foregoing, any such Person who merely holds record ownership as security for the performance of an obligation shall not be a Member of the Association. Membership in the Association shall not be assignable, except to the successor-in-interest of the Member.

4.2 Voting Membership. The Association shall have two classes of voting membership:

4.2.1 Class A. Class A Members shall be all Owners with the exception of Declarant, and each Class A Member 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 Lots shall be exercised as they themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

4.2.2 Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to 3 votes per Lot owned by the Declarant, provided that the Class B membership shall cease and terminate on the earlier of: (a) one year after the last Lot within the Neighborhood has been sold and conveyed, (b) at any time prior to that date at the election of Declarant (which election shall be evidenced by recording of an instrument in the public records of the County to such effect), or (c) the date of transfer of control of the Association from Declarant to the Members pursuant to the provisions of Chapter 617, Florida Statutes.

4.3 Community Association. Each Member of the Association shall be a member of the Community Association. The President of the Association or any other person as designed by the Board from time to time ("Neighborhood Representative") shall represent the interests of all Members of the Association at meetings of the Community Association. The Neighborhood Representative shall cast as many votes at Community Association meetings as there are Lots subject to the jurisdiction of the Association, as governed by the Community Association by-laws. The Neighborhood Representative shall have the discretion to cast votes on behalf of the Members at Community Association meetings; provided, however, that (a) if so directed, the Neighborhood Representative shall be required to cast the Members' votes in the manner directed by the Board, (b) if there is a meeting of the Association membership to discuss and vote on matters to be voted upon at a Community Association meeting, the Neighborhood Representative shall be required to cast votes on behalf of the Members at the Community Association meeting as are cast in person or by proxy by the Members at such Association meeting (the Neighborhood Representative, in his or her sole discretion, shall be permitted to cast undetermined Association votes at the Community Association meeting, unless otherwise directed by the Board), and any such vote of the Members shall supersede any direction given by the Board to the Neighborhood Representative, and (c) a vote of the Members shall be required for the purposes of providing direction to the Neighborhood Representative on matters pertaining to increases in Community Association assessments (exclusive of reserves and increases in expenses attributable to insurance and utilities) by more than 125% over the previous Community Association fiscal year, dissolution of the Community Association or termination of the Community Declaration.

ARTICLE V DUTIES OF THE ASSOCIATION

The Association, acting through the Board, in addition to any other powers specifically provided herein, shall have the duty to: (a) maintain, repair and replace the Common Areas, including, but not limited to, improvements, paving, entry features to the Neighborhood, walls, ponds and landscaping included therein; (b)

maintain all grass and landscaping located on the Lots and to the extent as provided in this Declaration, it being the intent of this Declaration to provide for a common appearance and quality of the grass and landscaping within the Neighborhood (as used in this sentence, the term "maintain" shall include, but shall not be limited to, all mowing, edging, blowing, weeding, fertilizing, spraying with insecticides, trimming and pruning of hedges and trees, and sod replacement); (c) provide for, maintain and administer community services for the benefit of the Members of the Association; (d) obtain water, electricity and such other utility services as may be required for the use and operation of the Common Areas; (e) grant easements, rights-of-way, or strips of land, where necessary, for utility and sewer facilities over the Common Areas to serve the Common Areas and other portions of the Neighborhood; (f) maintain such policy or policies of liability and fire insurance with respect to the Common Areas, improvements therein and personal property, if any, owned by the Association or Declarant, and providing such other insurance as directed by this Declaration and the By-Laws; and (g) employ or contract with a Management Company to perform all or any part of the duties and responsibilities of the Association, and shall have the power to delegate its powers to committees, officers, employees and other persons, all as permitted under the Articles, the By-Laws, and Chapter 617, Florida Statutes. The standard of care and maintenance of the foregoing shall be as determined by the Board in its sole discretion from time to time.

In the event an Owner of any Lot shall fail to maintain the exterior of such Owner's Home or the Lot, other than those portions of the Lot to be maintained by the Association (if any), in a manner consistent with the Neighborhood Standard, the Association, after approval by 2/3 vote of the members of the Board, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the Home and any other improvements erected thereon. The cost of such exterior maintenance shall be assessed against the subject Lot as a Specific Assessment pursuant to Section 6.6 hereof.

ARTICLE VI COVENANT FOR ASSESSMENTS

6.1 Assessments Established. Each Owner of a Lot, in connection with and by acceptance of a deed to such Lot, whether or not it is so expressed in such deed, is deemed to covenant to pay to the Association:

- (a) General Assessments, as defined in Section 6.2 hereof;
- (b) Special Assessments, as defined in Section 6.5 hereof;
- (c) Specific Assessments against any particular Lot that are established pursuant to any provision of this Declaration as provided in Section 6.6 hereof; and
- (d) All taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.

All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land secured by a continuing lien upon the Lot against which each Assessment is made as provided in Section 6.9 hereof. Each such Assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the person or persons who was or were the Owner(s) of such Lot when such Assessment fell due. An Owner shall be jointly and severally liable for all unpaid Assessments that came due up to the time of transfer, but such liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner.

6.2 Purpose of Assessments; General Assessment. The assessments levied by the Association must be used exclusively to promote the common good and welfare of the residents, to maintain, operate and manage the Association and the Common Areas, and to perform such duties as may be required by this Declaration and the Articles, the By-Laws or by applicable law. To effectuate the following, the Association may levy an annual general assessment ("General Assessment") to provide and be used for the operation, management and all other general activities and expenses of the Association. If permitted under the Community Declaration, the General Assessment shall be collected by the Community Association on behalf of the Association and shall be remitted to the Association within 30 days of collection. Each Owner, by virtue of taking title to a Lot subject to this Declaration, and the Association hereby consent to any such collection procedure and acknowledge and agree that such form of collection would be beneficial to the Association and the Owners in terms of costs savings and management services. Collection of the General Assessment shall be vested solely in the Association pursuant to this Declaration, and the Community Association shall have no power to enforce collection of the General Assessment or any other Assessment levied pursuant to this Declaration. The lien of the Community Association

pertaining to its Assessments shall be superior and prior to any Assessment lien created hereunder regardless of the date of recording.

6.3 Determination of General Assessment. The amount of the General Assessment shall be fixed by the Board at least 30 days in advance of each General Assessment period, and shall be based upon an adopted budget. The General Assessment period shall coincide with the Association's fiscal year. Written notice of the amount of the General Assessment should be given to every Owner, but the failure to give or receive such notice, or both, shall not invalidate any otherwise valid Assessment. The General Assessment shall be paid in advance in four equal installments without interest until delinquent (such installments being due on January 1, April 1, July 1, and October 1 of each year), and prepayable in whole at any time or times during the applicable Assessment period without penalty or other consideration; provided, however, at the discretion of the Board of Directors, the General Assessment may be collected on a monthly, semi-General or General basis rather than collected on a quarterly basis.

6.4 Deficit Funding. For so long as the Class "B" membership exists, Declarant may annually elect either to pay General Assessments on the Lots it owns or to pay to the Association the difference between the amount of the General Assessments collected on all other Lots subject to Assessment and the amount of actual expenditures required to operate the Association during the fiscal year. This latter option shall be referred to as the option to "deficit fund" the Common Expenses. Unless Declarant otherwise notifies the Board in writing at least sixty (60) days prior to the commencement of each fiscal year, Declarant shall be deemed to have elected to continue paying on the same basis for the upcoming fiscal year as has occurred during the immediately preceding fiscal year. Declarant shall be permitted to modify the manner in which it makes payments to the Association on a year-to-year basis until such time as Class "B" membership is terminated. The decision to pay General Assessments for a particular fiscal year shall not preclude Declarant from electing to deficit fund the Common Expenses in the subsequent year. In no event shall any decision of Declarant to deficit fund the Common Expenses above be interpreted to mean that no Special Assessments can be levied by the Association for matters not contemplated in the course of preparing the estimated operating budget for the then-current fiscal year. Notwithstanding any provision to the contrary, on the date of transfer of control of the Association from Declarant to the non-Declarant Members as required by Chapter 617, Florida Statutes, or upon Declarant's other permitted election to transfer control, any decision of Declarant to deficit fund shall immediately cease and become of no effect. Upon such transfer of control, Declarant shall become responsible for the payment of Assessments for the remainder of the then-applicable fiscal year and subsequent fiscal years. This paragraph shall not be amended without the prior written approval of Declarant for so long as there is Class "B" membership.

6.5 Special Assessments. In addition to the General Assessment, the Association may levy in any fiscal year a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, known expenses which exceeded, or when mature will exceed, the estimated operating budget allocation and on which the General Assessment was based, or as otherwise described in this Article. The purpose of a Special Assessment shall be to defray, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement or such other addition upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such Special Assessment in excess of \$10,000.00 which pertains to capital improvements shall have the approval of a majority of the voting interests in the Association, excluding therefrom the votes of Declarant.

6.6 Specific Assessments. Any and all accrued liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration also may be assessed by the Association against such Owner's Lot after such Owner fails to pay it when due and such default continues for 30 days after written notice.

6.7 Uniformity of Assessments. The General Assessment and any Special Assessment must be uniform for each Owner throughout the Neighborhood. This means that an Owner shall be assessed on the basis of a calculation determined by dividing the number one by the total number of Lots in the Neighborhood at the time the General Assessment or Special Assessment is levied.

6.8 Commencement of General Assessment. The General Assessment as to each Lot owned by a Owner other than the Declarant commences as of the date of closing of the purchase of the Lot.

6.9 Lien for Assessment. All sums assessed against any Lot (including all accelerated Assessments), together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums validly secured by any First Mortgage encumbering such Lot. Except for liens for all sums validly secured by any such

First Mortgage, all other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Section, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and/or creditors of the existence of the Association's lien and its priority, and such lien shall be strictly construed to relate back to the date of recording of this Declaration. The Association from time to time may record a Notice of Lien for the purpose of further evidencing the lien established by this Section, but neither the recording of, nor failure to record, any such notice of lien will affect the existence or priority of the Association's lien.

6.10 Certificate. Upon demand, and for a reasonable charge, the Association will furnish to any interested person a certificate signed by an officer of the Association setting forth whether the General Assessment and any Special Assessment or Specific Assessment have been paid and, if not, the unpaid balance(s).

6.11 Remedies of the Association. If any installment of a General Assessment or a Special Assessment or Specific Assessment is not paid within 15 days after it is due, the Owner responsible therefor may be required by the Association to pay a late charge of \$25.00, to the extent permitted by law. If any installment of a General Assessment or Special Assessment or a Specific Assessment is not paid within 15 days after its due date, the Board shall mail an acceleration notice to the Owner and to each first Mortgagee of a Lot which has requested a copy of the notice. The notice shall contain substantially the following information: (i) the fact that the installment is delinquent; (ii) the action required to cure the default including the amount that can be paid by the Owner to prevent a lien being filed on that Owner's Lot; (iii) a date not less than 15 days from the date the notice is mailed to the Owner, by which such default must be cured; and (iv) that failure to cure the default on or before the date specified in the notice shall result in acceleration of the balance of the installments of the Assessment for the then-current fiscal year, as may be applicable, and sale of the Lot pursuant to foreclosure of the lien securing the unpaid Assessment. The notice shall further inform the Owner of such Owner's right to cure after acceleration and to bring a court action to assert the non-existence of a default or any other defense of the Owner to acceleration and sale. If the delinquent installments of the General Assessment or a Special Assessment and any charges thereon, or a Specific Assessment, are not paid in full on or before the date specified in the notice, the Board, at its option, may declare all of the unpaid balance of the applicable Assessment to be immediately due and payable without further demand and may enforce the collection of the full Assessment, as applicable, and all charges thereon in any manner authorized by law and this Declaration.

Any Assessment not paid within 30 days after its due date shall bear interest at the rate of 18% per annum or the maximum rate allowed by law not constituting usury, whichever is higher. The Association may bring an action at law against the Owner personally obligated to pay any unpaid Assessment, or foreclose its lien against such Owner's Lot. No Owner may waive or otherwise escape liability for Assessments herein on account of non-use of the Common Areas or abandonment of the Home or Lot, regardless of occupancy. A suit to recover a money judgment for unpaid Assessments may be maintained while or without foreclosing, waiving, or otherwise impairing the security of the Association's lien or its priority.

6.12 Foreclosure. The lien for sums assessed pursuant to this Article may be enforced in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. The Owner also is required to pay to the Association any Assessments against the Lot that become due during the period of foreclosure, which Assessments also are secured by the lien foreclosed and accounted on a pro rata basis and paid as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Lot as its Owner. If any foreclosure sale results in a deficiency, the court having jurisdiction over the foreclosure may enter a personal judgment against the Owner for such deficiency. The Association shall be entitled to the appointment of a receiver to collect rent during the pendency of a foreclosure action.

6.13 Notice of Claim of Lien. No action shall be brought to enforce any Assessment lien herein, unless at least 30 days has expired following the date a Notice of Claim of Lien is deposited in the United States mail, and copy thereof has been recorded by the Association in the public records of the County. Said Notice of Claim of Lien must recite a good and sufficient legal description of any such Lot, the record owner or reputed Owner thereof, the amount claimed (which shall include interest on the unpaid Assessment pursuant to Section 6.11 hereof, plus reasonable attorneys' fees, late charges and expenses of collection in connection with the debt

secured by said lien), and the name and address of the Association or its agent. Such Notice of Claim of Lien shall be signed and acknowledged by an officer of the Association.

6.14 Curing of Default. Upon the timely cure of any default for which a Notice of Claim of Lien was filed by the Association, the Association thereof shall record an appropriate Release of Lien, upon payment by the defaulting owner for a fee, to be determined by the Association, but not to exceed \$150.00, exclusive of attorneys' fees and costs. A certificate executed and acknowledged by the Board or its agent stating the indebtedness secured by the liens upon any Lot created hereunder shall be conclusive upon the Association and the Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Owner upon request at a reasonable fee, not to exceed \$50.00.

6.15 Subordination of Lien. Except where a notice of lien has been filed in the public records of the County prior to the recording of a First Mortgage, the lien for the Assessments provided in this Article is subordinate to the lien of any such First Mortgage. Sale or transfer of any Lot does not affect the Assessment lien. The Association may give any encumbrancer of record 30 days' notice within which to cure such delinquency before instituting foreclosure proceedings against the Lot. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amounts secured by the lien established by this Article; upon such payment, such encumbrancer will be subrogated to all rights of the Association with respect to such lien, including priority, to the extent payment is made to the Association by the subrogee.

6.16 Cumulative Remedies. The lien and the right to foreclose and sale pursuant to this Article shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid Assessments as above provided.

6.17 Homesteads. By acceptance of a deed to any Lot, each Owner is deemed to acknowledge conclusively and consent that all Assessments established pursuant to this Article are for the improvement and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

6.18 Estimated Operating Budget. The Board shall, from time to time, but at least annually, fix and determine an estimated operating budget representing the sum or sums necessary and adequate for the continued operation of the Association, and shall send a copy of the budget and any supplement to the budget to each Owner or a written notice that a copy of the budget is available without charge to the Owner upon request. The Board shall determine the total amount required, including the operational items such as insurance, repairs, replacements, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior budgets subsequent to expiration of the Guarantee Period and capital improvements and reserves approved by the Board or required by law. If no budget is approved for the next fiscal year, the existing budget shall continue until a new budget is approved.

6.19 Contribution Agreement with the Community Association. Each Owner, by virtue of taking title to a Lot subject to this Declaration, and the Association hereby agree and state that the Association shall be permitted and authorized to enter into one or more agreements with the Community Association with regard to maintenance of the Common Areas and payments for the costs thereof. Such agreement(s) shall provide that the Community Association shall contribute monies to the Association to defray the costs for maintenance and operation of the Common Areas. Such contribution shall be made as a result of certain Owners of Lots in the Neighborhood not being subject to the terms of this Declaration. The monies paid by the Community Association pursuant to this paragraph shall be derived from the Community Association annual assessment payments made by the Owners of such Lots. In no event shall the Community Association be obligated to pay to the Association monies which would be attributable to such Owners but which have not been collected through the Community Association annual assessments.

ARTICLE VII ARCHITECTURAL CONTROL AND MAINTENANCE STANDARDS COMMITTEE

7.1 Establishment of Committee and Acceptance by the Association. The Association, by virtue of its execution of this Declaration, acknowledges the necessity of maintaining the physical appearance and image of the Neighborhood as a quality residential development, and additionally that the success of Declarant in developing and selling the remaining portions of the Tampa Palms North Development is closely related to the physical appearance and image of this Neighborhood and other communities within the Development.

Accordingly, there is hereby established a committee known as the Architectural Control and Maintenance Standards Committee ("Committee"). The Committee shall be empowered to adopt and promulgate from time to time minimum standards for architectural control and maintenance of the physical appearance of the Neighborhood.

As of the effective date hereof, the Community Declaration establishes for the entire Tampa Palms North Development a New Construction Committee ("NRC") and a Residential Modifications Committee ("RMC"), which collectively enforce architectural standards over the entire Tampa Palms North Development pursuant to the Community Declaration. Prior to undertaking development activities or modifications to a Home or upon a Lot, in addition to obtaining approval from the Committee, the Owner must obtain prior written approval from the NRC or the RMC, as the case may be. It is Declarant's present intention to combine the NRC and the RMC into a new committee to be called the Tampa Palms North Architectural Design and Modifications Committee ("ADMC"), and in the event the ADMC is so formed by the Declarant or the Association, the NRC and the RMC shall cease to exist and any and all references herein to the NRC and/or the RMC shall be deemed to then relate and refer to the ADMC without any requirement for amendment to this Declaration.

7.2 Members of Committee. The Committee shall consist of 3 individuals. Each member of the Committee shall be appointed by Declarant and shall hold office until such time as such member has resigned or has been removed and Declarant has appointed successor. The membership may include building and landscape architects, contractors, subcontractors and other persons that Declarant may deem sufficiently qualified to render an opinion as to architectural control and minimum standards of maintenance. Members of the Committee need not be Members of the Association. Upon such time as Declarant no longer owns any Lots in the Neighborhood, the appointment of the members of the Committee shall cede to the Board.

7.3 Review of Proposed Construction. With respect to the Neighborhood Lands, no Home, building, exterior wall, fence or other exterior structure, or entry sign shall be commenced, erected or maintained, nor shall any exterior painted surfaces be repainted, nor shall any exterior addition or change or alteration be made to the exterior of any Home, building, nor shall there be any material modification of the landscaping as permitted hereunder until the plans and specifications showing the nature, kind, shape, height, colors, dimensions, materials and location of the same shall have been submitted to and approved in writing, as to harmony of external design and color and location in relation to surrounding structures and topography, by the Committee. The Committee shall approve proposals or plans and specifications only if submitted for its approval by the Association and only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the Neighborhood and the entire Tampa Palms North Development, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the proposed construction complies with Committee guidelines. The Committee may condition its approval of proposals or plans and specifications on such changes therein as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may also issue rules or guidelines setting forth procedures for the submissions of plans for approval. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitations, floor plans, site plans, drainage plans, elevations drawings and descriptions or samples of exterior materials and colors. The Committee may postpone review of any plans submitted for approval until all required materials have been submitted. Notwithstanding any provision of this Article, approval of the Committee shall not be required with respect to constructions performed or caused to be performed by Declarant. In the event construction of the improvements proceeds without submitting plans to the Committee or plans are submitted to the Committee by the Association or if construction proceeds without the approval of the Committee or deviates from the issued approval, the Committee shall have the right but not the duty to take such action as is set forth in Section 7.6 hereof and any other remedies as may be prescribed by law.

7.4 Maintenance and Repair Obligations. In the event that any improvements to the Neighborhood Lands fall into disrepair or are not maintained so as to create a dangerous, unsafe, unsightly or unattractive condition, or to otherwise violate this Declaration, the Committee has the right, but not the duty to take such action as is set forth in Section 7.6 hereof and any other remedies prescribed by law. The obligations to maintain shall include but not be limited to exterior paint on any building, landscaping, paving, trash removal, repair of exterior building surfaces and vending machine maintenance.

7.5 Inspections. The Committee shall have the right to inspect from time to time the Neighborhood Lands in order to determine whether the maintenance of same meet the minimum standards and any improvements constructed thereon meet the architectural standards and conform to the approvals issued by the Committee.

7.6 Remedies in the Event of Non-Compliance. If the Committee shall find that any portion of the Neighborhood Lands are not being maintained in accordance with the minimum standards, or improvements to the Neighborhood Lands are not in compliance with the architectural standards of the Committee, the Committee shall issue a report to Declarant particularizing the deficiencies, and Declarant shall thereafter submit the report to the Board of the Association. Within 30 days of receipt of the report, the Association shall, if pertaining to Common Areas, commence with the repair, maintenance, or restoration specified in the report and diligently pursue completion of same in an expeditious manner. The cost of all work on the Common Areas shall be the responsibility of the Association and shall be as a Common Expense. If the deficiencies are in a particular Home or Lot, the Association shall notify the Owner of the deficiencies and the Owner shall commence with the repair, maintenance or restoration within 30 days of said notice and diligently pursue completion of same in an expeditious manner. The Association and each Owner does hereby authorize and vest in Declarant the following power should the Association or Owner, whichever is applicable, fail or refuse to commence and complete the maintenance work required by the report of the Committee:

7.6.1 Declarant may let out for bid the work required by the report of the Committee, negotiate and accept bids and authorize contractors or subcontractors to enter upon the Neighborhood Lands, and the recreational facilities for the purpose of performing the specified work, in which case Declarant shall be acting as the agent for the Association or the Owner, whichever is applicable, and the entrance upon the Neighborhood Lands and recreational facilities of those performing the work shall be a lawful entry and shall not be deemed a trespass. Declarant shall have the right to pay the contractors or subcontractors performing the work and the Declarant is authorized in its own name to record a lien against the property of the Association or the Owner, as may be applicable, in the public records of the County, in the amount of the costs of said work that Declarant has expended, which lien shall be deemed a lien against the Common Areas or the Lot for which the work was performed and which shall remain in effect until such time as it is satisfied of record by the payment to Declarant of the monies expended by it together with interest at the rate of 18% per annum from the date of the expenditure. The recordation of the lien is hereby deemed to constitute constructive notice to third parties of the existence of the lien and all sales, mortgages or other transfers or conveyances subsequent to the recording date shall be subject to the lien rights of Declarant. The Association and each Owner give and grant unto Declarant the power to foreclose its lien in the event that it remains unpaid and agrees that the procedures to be utilized in said foreclosure proceeding shall be those set forth in the statutes of the State of Florida relating to the foreclosure of a mechanic's lien and any and all defenses or rights to contest are hereby waived.

7.6.2 Alternatively, upon receiving the bids of contractors and subcontractors for the work required to be done by the report of the Committee, Declarant may elect not to cause said work to be done, and notwithstanding that, to record the lien prescribed above in the amount of the bids of contractors and subcontractors for the work set forth in the Committee report. Upon payment of the lien to Declarant, Declarant shall then cause the work to be performed and to pay the contractors and subcontractors performing the work from the proceeds satisfying the lien. Upon payment of the contractors and subcontractors, Declarant shall render to the Association or the Owner, whichever is applicable, a report setting forth to whom and what amounts the funds were disbursed. The lien herein prescribed shall have the same priority upon recordation and shall be forecloseable in the same manner as that set forth in Section 7.6.1 hereof, and such lien shall be released upon payment of the indebtedness.

The report of the Committee shall be conclusive as to the nature of the work required to be done and the bids accepted by Declarant shall be conclusive as to price.

Following such time as Declarant no longer owns any Lots in the Neighborhood, all rights and powers of Declarant as contained in this Article shall automatically vest in the Association.

7.7 Amendment of Architectural Provisions. No amendment to the provisions of this Section 7 or to any other provision of this Declaration pertaining to architectural standards and approvals shall be deemed effective without the prior written consent of Declarant (for so long as Declarant owns any property in the Tampa Palms North development) and the Community Association, which approval(s) shall be required to be recorded in the public records of the County in conjunction with the recordings of the amendment instrument.

ARTICLE VIII MAINTENANCE AND REPAIR OBLIGATIONS

The Association shall maintain, or provide for the maintenance of all of the Common Areas (including, without limitation, paving, entry features, gates and related equipment, walls, signage, lighting, landscaping and

ponds and mitigation areas (to the extent applicable)) and, at its option, may maintain or provide for the maintenance of other property as elsewhere provided for herein.

ARTICLE IX COMMUNITY DECLARATION

The Declaration shall be subject to and subordinate to the Community Declaration and the terms and conditions thereof, and the Association shall act in accordance with any restrictions imposed thereon by the Community Declaration. In the event of any conflict between the terms of the Community Declaration and the terms of this Declaration, the terms of the Community Declaration shall control.

ARTICLE X INSURANCE

10.1 Common Areas. The Board shall maintain public liability insurance, to the extent reasonably obtainable, covering the Association against liability for any negligent act of commission or omission which occurs on or in the Common Areas. To the extent reasonably obtainable, the Board shall also be required to obtain fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements, insuring the facilities on the Common Areas, in an amount equal to their full replacement values. The Board may obtain worker's compensation insurance, but shall obtain such insurance if and to the extent required by law. In addition, the Board shall have the right to obtain directors' and officers' liability insurance, fidelity insurance and other insurance it may deem proper to protect the Association, its members and property. All insurance premiums for such coverage as obtained by the Board shall be paid for by the Association and shall constitute Common Expenses.

10.2 Lots and Homes.

10.2.1 Each Owner shall be required to obtain and maintain adequate insurance on such Owner's Lot and Home, which shall insure the property for its full replacement value, with no deductions for depreciation, against loss by fire, flood, if in a flood zone, or other hazards. Such insurance shall be sufficient to cover the full replacement value, or for necessary repair or reconstruction work. Such insurance shall contain a clause which provides 30 days prior written notice to the Board before the policy can be canceled. Each Owner shall be required to supply to the Board, if requested by the Board, evidence of insurance coverage on such Owner's Lot which complies with the provisions of this Section.

In the event of damage or destruction by fire or other casualty to any Home or Lot covered by adequate insurance written in the name of the individual Owner thereof, then such Owner shall, with the concurrence of the Owner's Mortgagee, if any, within 30 days of the receipt of the insurance proceeds, contract for or otherwise substantially start the repair or rebuilding of the damaged or destroyed portions of the structure and/or exterior of the Home in a good and workmanlike manner in conformance with the original plans and specifications. If such Owner refuses or fails, for any reason, to so repair or rebuild as provided, then the Association, by and through its Board, is hereby irrevocably authorized by such Owner to repair and rebuild such damaged or destroyed portions of the Home in a good and workmanlike manner in conformance with the original plans and specifications thereof. The Board shall levy a Specific Assessment against the Lot in whatever amount sufficient to adequately pay for such repair or rebuilding.

10.2.2 Should the Association obtain the insurance coverage on a Home or Lot pursuant to Section 10.2.1 hereof, then the Association may charge and the applicable Owner shall be responsible for, as a Specific Assessment against the Lot, an administration fee of \$100.00.

10.2.3 Notwithstanding anything to the contrary in Section 10.2.1 hereof, the Association and its directors and officers shall not be liable to any person should it fail for any reason whatsoever to obtain insurance coverage on any Home or Lot.

ARTICLE XI MORTGAGEE PROTECTION

The following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

11.1 Each first mortgagee of a Mortgage encumbering any Lot, at its written request, is entitled to written notification from the Association of any default by the Mortgagor of such Lot in the performance of such

Mortgagor's obligations under this Declaration, the Articles or the By-Laws, which default is not cured within 30 days after the Association learns of such default.

11.2 Each first mortgagee of a Mortgage encumbering any Lot which obtains title to such Lot pursuant to the remedies provided in such Mortgage or by foreclosure of such Mortgage, shall take title to such Lot free and clear of any claims of unpaid assessments or charges against such Lot which accrued prior to the acquisition of title to such Lot by the Mortgagee.

11.3 First Mortgagees shall have the right to examine the books and records of the Association during normal business hours.

ARTICLE XII USE RESTRICTIONS

12.1 Business Use of Homes and Lots. No garage sale, moving sale, rummage sale or similar activity shall be permitted without the prior written approval of the Board. No trade or business may be conducted in or from any Home, except that an Owner or occupant residing in a Home may conduct business activities within the Home so long as: (a) the existence of operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Home; (b) the business activity conforms to all applicable zoning requirements imposed by applicable governmental agencies for the Tampa Palms North Development and specifically the Home and the Lot; (c) the business activity does not involve persons coming into the Tampa Palms North Development and onto the Properties who do not reside in the Tampa Palms North Development or the Properties or door-to-door solicitation of residents in the Tampa Palms North Development; and (d) the business activity is consistent with the residential character of the Tampa Palms North Development and the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Tampa Palms North Development and the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade" as used in this paragraph shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis other than the provider's family members and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (i) such activity is intended to or does generate a profit; (ii) such activity is part-time or full-time; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Home shall not be considered a trade or business within the meaning of this section. This Section shall not apply to any activity conducted by Declarant or its agents with respect to its development and sale of the Properties or its use of the Homes and Lots which Declarant owns, including the operation of any leasing or similar program.

12.2 Prohibition Against Conversion of Garages. Notwithstanding anything contained herein to the contrary, no garages shall be enclosed or converted into a living area and must at all times be useable as a garage for car storage purposes.

12.3 Outside Storage of Personal Property. The personal property of any resident of the Neighborhood shall be kept inside the resident's Home or a fenced or a walled-in yard, except for tasteful patio furniture and other personal property commonly kept outside.

12.4 Portable Buildings or Structures. No portable, storage, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any Lot for storage or otherwise, without the prior written consent of the Association.

12.5 Garbage and Trash. Each Owner shall regularly pick up all garbage, trash, refuse or rubbish on the Owner's Lot. Garbage, trash, refuse or rubbish that is required to be placed at the front of the Lot in order to be collected may be placed and kept at the front of the Lot after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed by 9:00 p.m. on the collection day. All garbage, trash, refuse or rubbish must be placed in trash containers or bags. All containers, dumpsters or garbage facilities shall be stored inside a Home and screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

12.6 Parking. The parking facilities shall be used in accordance with the regulations adopted by the Community Association. Owners' automobiles shall be parked in the garage or driveway and shall not block the sidewalks. No vehicle which cannot operate on its own power shall remain on the Properties for more than twelve

hours, except in the garage of a Home. No repair, except emergency repair (i.e., fixing a flat tire or "jump-starting" a battery, but not involving the changing of fluids or mechanical or body repairs), of vehicles shall be made within the Properties, except in the garage of a Home. No commercial vehicle, recreational vehicle, boat or camper, may be kept in the Community except in the garage of a Home. The term "commercial vehicle" shall not be deemed to include recreational vehicles (i.e. Broncos, Blazers, Explorers, etc.) up to 21'5" non-commercial vehicles such as pick-up trucks, vans or cars if they are used by the Owner on a daily basis for personal transportation or governmental vehicles such as police cars. Limousines shall be considered commercial vehicles and therefore prohibited.

12.7 Pets. An Occupant (for purposes hereof deemed to mean that there may only be one Occupant of a Home, regardless of the number of joint owners or residents) may maintain no more than 2 dogs or cats, in the aggregate, provided same are not kept, bred or maintained for any commercial purpose, do not become a nuisance or annoyance to any neighbor and are first registered with the Association. Birds and fish shall be permitted only to the extent same remain at all times within the boundaries of the Home and do not constitute an annoyance or nuisance to any other Owner. No reptile, rodent or other wildlife shall be kept in or on the Residential Property (including Homes). The owner of the pet must pick-up all solid waste of their pet as are deposited on the Common Property and dispose of such waste appropriately. All dogs and cats must be kept on a leash no more than 6 feet in length held by a person at all times when outside the Home and shall be walked only within areas, if any, designated for such purpose by the Association. The owner of a pet shall indemnify the Association and Declarant and hold them harmless from and against any loss or liability of any kind or character whatsoever arising from such owner's having any pet upon the Residential Property. If any pet owner fails to clean up after the pet, the Association shall perform such service or cause such service to be performed and charge the offending pet owner for the costs associated therewith (in addition to any other remedies provided herein).

Any complaints filed by residents of damage caused by a pet shall be submitted in writing to the Board, which shall determine the amount of the damage and notify the person who owns the pet in writing to make the necessary repair, replacement or removal (as the case may be). If such person fails to properly act within 15 days from the date of such notice, or fails to otherwise reach an agreement in writing with the Board as to the payment for such damage or remedying any other violation within 15 days from the date of such notice, such person shall be required to permanently remove the pet from the Residential Property. Payment for damages pursuant to this section shall not be in lieu of any right of action which the person sustaining the damage shall be entitled to maintain independently.

Any pet complaint filed with the Association, whether or not such complaint involves damage as described in the above paragraph, shall be verified by a member of the Board. Each verified pet complaint shall constitute an infraction for purposes of this section. The Board shall take action with regard to such infractions as follows:

12.7.1 If the complaint is the first infraction, the Board shall notify the pet owner of the infraction in writing and formally request that no such infraction again occur.

12.7.2 If the complaint is the second infraction, the Board shall notify the pet owner and warn such owner that the next infraction will cause a penalty fine to be assessed.

12.7.3 If the complaint is the third infraction, the Board shall notify the pet owner of the continuing violation and refer the matter to a committee of 3 Owners, none of whom shall be presently serving on the Board or be related to a director or the offending pet owner. Such committee shall, within 7 days following issuance of the notice of third infraction to the offending pet owner, determine whether a fine should be levied for such continuing infraction and provide a recommendation thereon to the Board. The amount of any fine shall not exceed \$1000.00 or the maximum amount allowed under Florida law. If a fine is recommended and approved by such committee, the Board shall issue a written notice to the offending pet owner advising of the levying of the fine. However, such fine shall not become due and owing until such pet owner has received such written notice and has been given the opportunity to request a hearing before the committee of Owners described in this section at a time and date which shall not be more than 30 days after the date of such notice. In the event the offending pet owner elects not to seek such a hearing, the recommendation of a fine made by the committee shall become binding upon the Association and the pet owner. If such a hearing is held, the decision of the committee as to whether to rescind, modify or ratify the proposed fine shall be binding upon the Association and the pet owner. All decisions made by such committee shall be made by majority vote.

12.7.4 If the complaint is the fourth infraction, the Board shall notify the pet owner and demand that the pet be removed from the Residential Property within 30 days from notice. Prior to taking the action contemplated in this section, such pet owner shall have the same opportunity for notice and a hearing as provided in Section 12.7.3 above.

Notwithstanding the foregoing, the Board may order the removal of a pet immediately subsequent to any injury to a person or any injury or damage to property in excess of \$100.00 caused by such pet.

12.8 Energy Devices. A Homeowner shall be entitled to construct, maintain and operate solar collection devices ("Solar Collectors") and/or energy devices based upon renewable resources (collectively, a Solar Collector and any other energy device based upon renewable resource shall be referred to as an "Energy Device"), on such Owner's Lot; provided, however, that the Owner must obtain the written approval of Declarant (until such time as Declarant has conveyed all Lots in the Community to third-parties) or the Committee (following conveyance by Declarant of all Lots in the Community to third-parties), as the case may be, prior to placing, installing or constructing an Energy Device on such Lot. Until such time as Declarant has conveyed all Lots in the Community to third parties, Declarant shall be solely responsible to promulgate rules and regulations as are reasonably necessary to carry out the provisions and intent of this section. Following conveyance by Declarant of all Lots in the Community to third parties, the Committee shall be solely responsible to promulgate rules and regulations as are reasonably necessary to carry out the provisions and intent of this section. All rules and regulations promulgated in accordance with this section shall be collectively referred to as the "Energy Device Rules and Regulations."

An approval for an Energy Device shall be issued by Declarant or the Committee, as the case may be, only in accordance with the Energy Device Rules and Regulations. With regard to Solar Collectors, Declarant or the Committee, as the case may be, may determine the specific location where a Solar Collector may be installed on the roof of a Home within an orientation to the south or within 45° east or west of due south, provided that such determination does not impair the effective operation of the Solar Collector. Whenever and wherever possible, a Solar Collector shall be installed on the rear portion of a roof on a Home so as to minimize the visual impact of the Solar Collector from the roadways adjacent to the subject Lot. Similarly, all Energy Devices other than Solar Collectors shall be installed in a manner so as to minimize the impact on other Lots in the Community. "Minimal visual impact" as used in this section shall mean that the visual impact of an Energy Device on a Lot shall be minimized by reasonable measures as set forth in the Energy Device Rules and Regulations. Considerations of optimal placement of an Energy Device shall yield to aesthetic considerations and the goal of minimal visual impact. Additional criteria for determining whether or not an Energy Device has a "minimal visual impact" also may be prescribed in the Energy Device Rules and Regulations.

12.9 Air Conditioning Units. Only central air conditioning units are permitted, and no window, wall, or portable air conditioning units are permitted.

12.10 Clotheslines and Outside Clothes Drying. No clothesline or clothes pole shall be erected, and no outside clothes drying is permitted, except where such activity is advised, permitted or mandated by governmental authorities for energy conservation purposes, in which event the Association shall have the right to approve the portions of any Lot used for outdoor clothes drying purposes and the types of devices to be employed in this regard, which approval must be in writing and which shall be conditioned upon removal of the clothesline when not in use.

12.11 Nuisances. No nuisance shall be permitted within the Neighborhood, and no use or practice which is an unreasonable source of annoyance to any resident within the Neighborhood or which shall interfere with the peaceful possession and proper use of the Neighborhood by any other person shall be permitted. No unreasonably offensive or unlawful action shall be permitted and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the Owners.

12.12 Satellite Dishes and Antennae. Satellite dishes, aerials, antennas and all lines and equipment related thereto located wholly within the physical boundaries of a Home shall be permitted without any requirement for approval from the Board.

Satellite dishes, aerials and antennas (including, but not limited to, ham radio antennas) shall not be permitted on the non-enclosed dwelling portions of a Lot except to the extent required to be permitted by applicable law (including, but not limited to, the federal Telecommunications Act of 1996). The Association shall

have the right and authority, in its sole discretion and from time to time, to promulgate rules and regulations concerning the size and location of, and safety restrictions pertaining to, the installation of such television signal reception equipment. Notwithstanding any provision to the contrary, the Association, in its discretion and from time to time, shall have the power and ability to erect or install any satellite dish, aerial or antenna or any similar structure on the Common Areas, provided that such satellite dish, aerial or antenna be solely utilized for the reception of television signals to be utilized by the residents of the Community or for security or maintenance purposes.

Notwithstanding any provision to the contrary, only antennae, aerals and satellite dishes which are designed to receive television signals shall be permitted (i.e., no antennae and satellite dishes which broadcast a signal, such as, but not necessarily limited to, "ham" radio operations, shall be permitted).

12.13 Signs. No signs shall be placed in or upon any Home or Lot that are visible from the exterior of the Home, unless prior approval is received from the Committee.

12.14 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired.

12.15 Wells and Septic Tanks. No individual well shall be permitted on any Lot within this Neighborhood, and no individual septic tank will be permitted on any Lot within this Neighborhood. This restriction will be enforceable as long as the water services and sewage disposal are in operation, satisfactorily servicing each Lot on which a completed building is located in said Neighborhood in accordance with the standard requirements as provided for by the State of Florida and the charge for said services, as set forth in the rate schedule in the third party beneficiary agreement placed of record, covering said utilities, is not in excess of the amounts provided for therein or as modified and changed in accordance with legal procedure in the future.

12.16 Oil and Mining Operations. No oil drilling, oil development operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil well, tank, tunnel, mineral excavation or shaft be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

12.17 Visibility for Corner Lots. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by local governmental entities having jurisdiction over the Neighborhood.

12.18 Barbecue Grills and Smokers. Barbecue may be located or permitted upon the back patio or yard of a Lot and upon such portions of the Common Area as are, from time to time, designated by the Association; provided, however, that use and storage of barbecue grills and smokers shall be subject to such rules and regulations as may be promulgated from time to time by the Board.

12.19 Landscaping and Irrigation of Lots; Removal of Sod and Shrubbery; Additional Planting.

12.19.1 Following conveyance of a Lot by Declarant to a third party, no landscaping other than that which is installed in connection with the construction of a Home shall be permitted to be installed on the front portions of the Lot (meaning the area of the Lot located along the roadway upon which the Lot abuts and bounded at the rear by the front projection of the Home in a straight line that is parallel to the front Lot boundary) without the prior written approval of the Committee, it being Declarant's intention to maintain a consistent and complimentary appearance on the front portions of the Lots.

12.19.2 Following conveyance of a Lot by Declarant to a third party, landscaping in addition to that which is installed in connection with the construction of a Home ("Additional Landscaping") shall be permitted to be installed on all portion of the Lot other than the front portion of the Lot as described in Section 12.19.1 hereof, but only upon the prior written approval of the Committee; provided, however, that any such Additional Landscaping shall be maintained by the Owner at such Owner's expense despite the fact that the Association may be maintaining landscaping installed on the Lot in connection with construction of the Home. Notwithstanding the foregoing, if the Committee determines that any Additional Landscaping is excessive so as to require extra work and expense over and above that contemplated for the Lot pursuant to any maintenance contract between the

Association and a maintenance company, any such additional expense shall be charged to the Owner as a Specific Assessment. Every Owner, by virtue of taking title to a Lot, agrees to indemnify and hold the Association harmless for any and all damage to any Additional Landscaping, save and except for damage resulting from willful misconduct on the part of the Association or its agents.

12.19.3 Every Owner shall be required to irrigate the grass and landscaping located on the Lots in a routine and ordinary manner, and shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from the Lot. A perpetual easement is hereby granted by every Owner to the Association for access to and use of the irrigation control box and facilities attached to the exterior of the Home for purposes of setting and maintaining the timer and control settings for irrigation of those portions of the Lot being maintained by the Owner. No Owner shall be permitted to relocate the irrigation control box and facilities to an area located within the boundaries of the Home or to an area in which the Association does not have a right of access (i.e., within a fenced-in rear yard), and no Owner shall be permitted to adjust the times for irrigation of any Association-maintained portions of the Lot. In the event an Owner fails to comply with the foregoing requirements, any damage to the Association-maintained grass or landscaping which results therefrom shall be corrected by the Association at the sole expense of the Owner, which expense shall be charged by the Association as a Specific Assessment (such correction shall include any and all replacements necessitated thereby). The Association shall be responsible for the maintenance of all sprinklers located on those portions of the Lot being maintained by the Association pursuant to the provisions hereof; provided, however, that the Owner shall be solely responsible for any damage to any sprinklers which occurs during the course of installing any Additional Landscaping. The Owner shall be solely responsible for maintenance of any and all pipes and facilities used for irrigation of grass and landscaping located on the Lot, regardless of grass and landscaping maintenance.

12.19.4 All grass and landscaping located within any rear yard of a Lot that is fenced in pursuant to the provisions of Section 12.20 hereof shall be maintained by the Owner of the Lot at such Owner's sole expense. No gardens, Jacuzzis, fountains, playground equipment or other permitted improvement shall be constructed within the backyard of a Lot unless the backyard area (as defined and bounded on plans and specifications for the Lot as delivered by Declarant to the Association following conveyance of the Lot to the Owner) is fenced in pursuant to this Section. Notwithstanding the foregoing, a screened-in pool and/or Jacuzzi shall not require the construction of a fence to enclose the backyard area.

12.19.5 All Association-maintained grass and landscaping that die shall be replaced by the Association and charged to the Owners as a Common Expense; provided, however, that any grass or landscaping replacements on a Lot resulting from freeze damage or failure to irrigate the grass and landscaping shall be undertaken by the Association and charged to the Owner thereof as a Specific Assessment.

12.19.6 No sod, topsoil, tree or shrubbery shall be removed from the Neighborhood, no change in the elevation of such areas shall be made, and no change in the condition of the soil or the level of the land of such areas shall be made which results in any change in the flow and drainage of surface water which the Board, in its sole discretion, considers detrimental or potentially detrimental to person or property.

12.19.7 No landscape lighting shall be installed by the Owner without prior approval by the Committee. A condition of such approval shall be that all lighting must be placed not less than 12" from the inside edge of any landscaping beds, so as to permit Association grass and landscaping maintenance; provided, however, that no such restriction shall apply in connection with Additional Landscaping so long as the Association is in no manner hindered in performing its maintenance responsibilities as provided herein.

12.20 Fences. Any fence placed by an Owner that encloses the backyard portion and portions of the side yards of the Lot shall be constructed in accordance with the rules and regulations promulgated by the Committee as to type, nature and height.

12.21 Increases in Insurance Rates. No Owner may take any action which will result in an increase in the rate of any insurance policy or policies covering any portion of the Neighborhood.

12.22 Casualties. In the event that a Home or any part thereof is destroyed by casualty or otherwise, or in the event any improvements upon the Common Area are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom and (subject to the duties and obligations of the Association) commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of this Declaration.

12.23 Reconstruction. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Common Area or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Board or its appointed Committee. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Home or any part or parts thereof shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or the new plans and specifications approved by the Board or the Committee if appointed, and the Owner of such Home.

12.24 Rules and Regulations. The Association may adopt additional reasonable rules and regulations relating to the use and maintenance of the Neighborhood, and rules and regulations relating to the recreational facilities within the Neighborhood may be posted at such recreational facilities. Copies of such rules and regulations and amendments shall be furnished by the Association to an Owner upon request.

12.25 Exceptions; Additional Declarant Rights. The use and maintenance restrictions contained in this Section shall not apply to Declarant, or to any portion of the Neighborhood while owned by Declarant, and shall not be applied in any manner which would prohibit or restrict the development of any portion of the Neighborhood and the construction of any Homes and other improvements thereon, or any activity associated with the sale of any new Homes by Declarant. Specifically, and without limitation, Declarant shall have the right to: (i) construct any buildings or improvements within the Neighborhood, and make any additions, alterations, improvements, or changes thereto; (ii) maintain customary and usual sales, general office and construction operations on the Neighborhood; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon the Neighborhood Lands for sales, construction, storage or other purposes; (iv) temporarily deposit, dump, accumulate materials, trash, refuse and rubbish in connection with the development or construction of the Neighborhood; and (v) post, display, inscribe or affix to the exterior of a Home or upon the Neighborhood, signs and other materials used in developing, constructing, selling or promoting the Neighborhood.

12.26 Leases. No portion of a Home (other than an entire Home) may be rented. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon material default by the tenant in observing any of the provisions of this Declaration, the Articles, the By-Laws, applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing the Neighborhood or administered by the Association. Leasing of Homes shall also be subject to the prior written approval of the Association and the Association may reject the leasing of any Home on any ground the Association elects, including any debt to the Association. No lease shall be approved for a term of less than 90 days. Only 2 leases shall be permitted within a 365 day period, which 365 day period shall be deemed to commence on the date of the lease. This Section shall remain in force and effect for a period of 5 years from the date Owners other than Declarant elect a majority of the members of the Board. Thereafter, this Section shall remain in effect until Owners owning not less than 80% percent of the total voting interests in the Association vote to change this Section in whole or in part. As a condition to the approval by the Association of a proposed lease of a Home, the Association has the authority to require that a security deposit from the tenant in an amount not to exceed the equivalent of one month's rent be deposited into an escrow account maintained by the Association in the name of the tenant. The security deposit shall protect against damages to the Common Areas or Association Property. Within 15 days after the tenant vacates the Home, the Association shall refund the full security deposit or give written notice to the tenant of any claim made against the security. Disputes under this Section shall be handled in the same fashion as disputes concerning security deposits under Section 83.49, Florida Statutes. The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury to persons or damage to property caused by the negligence of the tenant. All leases shall also comply with and be subject to the provisions of Section 12.26 hereof.

12.27 Occupancy. Each Home shall be used as a residence only, except as otherwise herein expressly provided. A Home owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families and guests: (i) the individual Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under an approved lease or sublease of the Home (as described below), as the case may be.

Occupants of an approved leased or subleased Home must be the following persons, and such persons' families and guests: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, or (iii) a fiduciary or beneficiary of a fiduciary lessee or sublessee.

Under no circumstances may more than one family reside in a Home at one time. A "family" shall be deemed to include spouses, parents, parents-in-law, brothers and sisters, and other persons related by blood, adoption or marriage. If persons occupying a Home are not all related by blood, adoption or marriage, then occupancy shall be limited to a maximum of two (2) persons and their respective children. The provisions of this Section shall not be applicable to Homes used by Declarant for model apartments, sales offices, other offices or management services.

12.28 Holiday Lighting and Decorations. Holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing on Thanksgiving and shall be removed not later than January 15th of the following year. With regard to those portions of a Lot maintained by the Association pursuant to Section 12.19 hereof, no lighting or any facilities or electrical cords related thereto or any decorations shall be permitted to be placed upon or across any grass area maintained by the Association, and the Association and its agents shall be permitted, but shall not be required, to remove any such items which serve as impediments to the mowing of the grass, and the Owner, by placement of any lighting or decorations, hereby assumes the risk that such lighting or decorations may be inadvertently damaged or destroyed. An Owner shall be permitted to place holiday lighting and decorations on and within the shrubs located in the front yard of the Lot, provided that (a) the Association shall not be required to maintain such shrubs for such period of time as the decorations, lighting and cords are contained within such shrubs, and (b) such placement shall not otherwise interfere with the mowing of the grass on the Lot by the Association in accordance with the terms of Section 12.19 hereof. No holiday lighting, decorations or displays may be erected on a Lot which result in increased traffic in the Neighborhood or disturb the peaceful enjoyment of any neighbor and the use of their Lot.

12.29 Noise; Speakers. No noise shall be permitted in the Neighborhood or upon a Lot which constitutes a nuisance. No speakers for audio transmission (save and except for stereo speakers installed in connection with rear yard improvements and intercom systems) shall be permitted on a Lot without the prior written approval of the Committee, and the use of any speakers shall not be permitted in such a manner as to constitute a nuisance.

ARTICLE XIII GENERAL PROVISIONS

13.1 Enforcement. This Declaration, the Articles and the By-Laws may be enforced as follows:

13.1.1 Breach of any of the covenants contained in the Declaration or the By-Laws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by any Owner, Declarant, the Association or the respective successors-in-interest of the foregoing. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorney's fees in an amount as the court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection and Court costs.

13.1.2 The result of every act or omission whereby any of the covenants contained in this Declaration or the By-Laws are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such result and may be exercised by any Owner, by the Association or its successors-in-interest.

13.1.3 The remedies herein provided for breach of the covenants contained in this Declaration or in the By-Laws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

13.1.4 The failure to enforce any of the covenants contained in this Declaration or in the By-Laws shall not constitute a waiver of the right to enforce thereafter.

13.1.5 A breach of the covenants, conditions and restrictions contained in this Declaration or in the By-Laws shall not affect or impair the lien or charge of any Mortgage made in good faith and for value on any Lot; provided, however, that any subsequent Owner of such Lot shall be bound by said covenants, whether such Owner's title was acquired by foreclosure sale or otherwise.

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

13.3 Term. The covenants and restrictions of this Declaration shall run with and bind the Neighborhood Lands covered thereby, and shall inure to the benefit of and be enforceable by the Association, Declarant and the Owners of the Lots subject to this Declaration, their respective legal representatives, successors, heirs and assigns, for a term of 40 years from the date this Declaration is recorded in the public records of the County, after which time said covenants, conditions, reservation of easements, equitable servitudes and restrictions shall be automatically extended for successive periods of 10 years, unless an instrument, approved by the then Owners of a majority of the Lots, has been recorded in the public records of the County, agreeing to change said covenants and restrictions in whole or in part.

13.4 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the maintenance of community recreational facilities and other commonly used facilities. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural, the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

13.5 Amendments. Declarant shall have the right, at any time until the termination of the Class B membership to amend this Declaration as it, in its sole discretion, deems appropriate. After the Class B membership has been terminated, except as provided to the contrary herein or as otherwise consented to by Declarant, this Declaration may be amended at any time, and from time to time, upon the recordation of an instrument executed by the Association upon vote of: (i) 75% of the Board; and (ii) the Owners who are entitled to cast 75% of all voting interests in the Association who are entitled to vote on the matter as set forth in the Articles and By-Laws. Until the termination of the class B membership, Declarant's written consent to any amendment must first be obtained. No amendment, whether before or after the termination of the class membership, shall affect the rights of Declarant without the prior written consent of Declarant, which may be withheld at its sole discretion, or that alter the subordination provisions of this Declaration, without prior approval of any mortgagee enjoying the benefit of such provisions.

Notwithstanding anything contained herein to the contrary, (a) any amendment to this Declaration which would affect the surface water management system, including any mitigation areas, must have the prior written approval of the Southwest Florida Water Management District in order to be effective, (b) if the prior written approval of any other governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such other entity or agency must also be obtained, and (c) any amendment to this Declaration shall require the prior written consent of the Community Association and Declarant for so long as Declarant owns any property in the Tampa Palms North Development in order to be effective.

13.6 No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Areas to the public, or for any use. However, the Association shall have the right to dedicate or transfer all or any part of the Common Areas to any municipality, public agency or authority for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedication or transfer shall be effective unless an instrument in writing executed by not less than Members owning 2/3 of the Members subject to assessment and by Declarant (provided that at said time Declarant still owns any portion of the Neighborhood Lands).

13.7 Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Home or other portion of the real property in the Neighborhood does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which said person acquired an interest in such property.

13.8 Additions to Common Areas. Until Declarant shall have completed development, promotion and sale of all Homes to be located in the Neighborhood, Declarant (or anyone claiming by, through or under Declarant) shall have the right in its sole discretion to add additional facilities or improvements to the Common Areas. Declarant shall be the sole judge as to the size, contents, designs, style, plans and specifications on all of such additional facilities or improvements and the equipment and personality contained therein, and Declarant shall also have the right, in its sole discretion, to add additional lands and improvements and shall, upon designation by Declarant, be deemed part of the Common Areas and subject to all of the terms and provisions of this Declaration and, except as otherwise set forth herein, the Members shall be obligated to pay their proportionate share of all taxes, assessments, insurance, utilities, maintenance, management, and other expenses of operation

of such additions as if they were a portion of the original Common Areas. In the event Declarant decides to construct such additional improvements, Declarant shall also have the right to record such instruments in the public records of the County, as are necessary for the construction, provided that title is delivered in accordance with the provisions of this Declaration.

13.9 Use of Common Areas. Until Declarant shall have completed development, promotion and sale of all housing units to be located at the Neighborhood, Declarant (or anyone claiming by, through or under Declarant) shall have the following rights with regard to the Common Areas (without cost or charge):

13.9.1 the right to use and occupy on a non-exclusive basis any portion of the Common Areas for sales, promotional or administrative purposes;

13.9.2 the right to use, occupy and demonstrate, on a non-exclusive basis, all of the Common Areas for the purpose of promotion and aiding in the sale or rental of the residential units on or to be constructed at the Neighborhood.

13.10 Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered 72 hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given in writing by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. - Such address may be changed from time to time by notice in writing to the Association.

13.11 Refund of Taxes, Fees and Other Charges. Unless otherwise provided herein, the Association agrees that any taxes, fees or other charges paid by Declarant to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Declarant in the event said refund is received by the Association.

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IN WITNESS WHEREOF, Lennar Homes, Inc., a Florida corporation, has caused these presents to be duly executed and its corporate seal affixed this 21st day of January, 2000.

WITNESSES:

LENNAR HOMES, INC., a Florida corporation

Name: Erin L. Cissel
Print Name: ERIN L. CISSEL

By: [Signature]
Robert Ahrens, Vice President

Name: Kimberly K. Dargatzis
Print Name: KIMBERLY K. DARGATZIS

(SEAL)

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 21st day of January, 2000, by Robert Ahrens, as Vice President of Lennar Homes, Inc., a Florida corporation, on behalf of the corporation, as Declarant hereunder. He either ☒ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

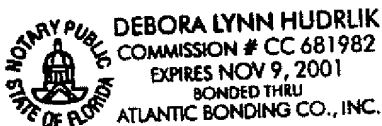
(AFFIX NOTARY SEAL)

[Signature]
(Signature)

Name: DEBORA LYNN HUDRLIK

(Legibly Printed)

Notary Public, State of Florida



JOINDER AND CONSENT

MAYFAIR NEIGHBORHOOD ASSOCIATION, INC. hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of the Declaration of Covenants, Restrictions and Easements for Mayfair Neighborhood to which this instrument is attached.

IN WITNESS WHEREOF, the above-named Association has caused these presents to be executed and its corporate seal affixed this 24th day of January, 2000.

WITNESSES:

**MAYFAIR NEIGHBORHOOD
ASSOCIATION, INC., a Florida
not-for-profit corporation**

Name: Erin L. Cissel
Print Name: ERIN L. CISSEL

By: Richard D. Heatham
Name: Richard D. Heatham
Title: President

Name: Kimberly K. Saugette
Print Name: Kimberly K. SAUGETTE

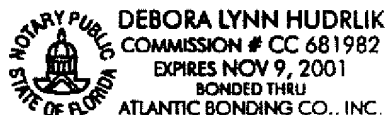
(SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 24th day of January, 2000, by Richard Heatham, as President of MAYFAIR NEIGHBORHOOD ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He/She either ☒ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)



Debora Lynn Hudrlik
(Signature)
Name: DEBORA LYNN HUDRLIK
(Legibly Printed)
Notary Public, State of Florida

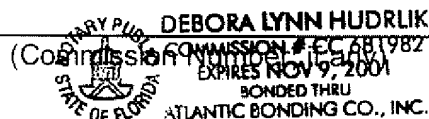


Exhibit A

Legal Description of the Neighborhood Lands

TAMPA PALMS AREA 4, PARCEL 11, UNIT 1, as per map or plat thereof recorded in Plat Book 85, Page 66, public records of Hillsborough County, Florida.

TOGETHER WITH

TAMPA PALMS AREA 4, PARCEL 11, UNIT 2, as per map or plat thereof recorded in Plat Book 87, Page 18, public records of Hillsborough County, Florida.