

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

OF

REFLECTIONS

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File 14220

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
REFLECTIONS

THIS DECLARATION is made this 25th day of June, 2002 by WESTFIELD HOMES OF FLORIDA, INC., a Florida corporation, hereafter called "Declarant".

WITNESSETH:

WHEREAS, Declarant is the Owner of property in Hillsborough County, Florida, which is more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof known as Reflections Subdivision.

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

ARTICLE I
Definitions

The following words or letters when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

Section 1. "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, which are attached hereto as Exhibit "B" together with any recorded amendments thereto and such are incorporated herein by reference.

Section 2. "Association" shall mean and refer to Reflections of Hillsborough Association, Inc., a Florida non-profit corporation, its successors and assigns and may also be referred to herein as the "Master Association".

Section 3. "Bellefaire" shall mean and refer to the neighborhood known as Bellefaire at Reflections, which is more particularly described as Lots 1 through 9, Block 9, Lots 1 through 8, Block 10, Lots 1 through 4, Block 11, Lots 1 through 6, Block 12, Tract B-8, Tract B-9, Tract B-10 and Tract A-1 of Reflections Subdivision, as recorded in Plat Book 91, Page 90-1 of the Public Records of Hillsborough County, Florida

Section 4. "Board" shall mean the Board of Directors of the Association.

Section 5. "By-Laws" shall mean the By-Laws of the Association, which are attached hereto as Exhibit "C" together with any amendments thereto and such are incorporated herein by reference.

Section 6. "Common Area" shall be an inclusive term meaning all General Common Area and all Limited Common Area as defined herein.

Section 7. "Common Assessment" shall mean an assessment levied against all Lots within the Property to fund expenses incurred by the Association for the general benefit of all Lot Owners.

Section 8. "Declarant" shall mean and refer to Westfield Homes of Florida, Inc., as the current owner of the Property and its successors and assigns, and shall include any other entity to whom Westfield Homes of Florida, Inc. may hereafter assign any rights as "Declarant" hereunder.

Section 9. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions of Reflections.

Section 10. "General Common Area" shall mean all real property (including improvements thereto) owned by or leased to the Association for the common use and enjoyment of all the Owners and those areas dedicated to Hillsborough County, Florida, which Declarant has elected to continue to maintain. The General Common Area shall initially include those areas dedicated to the Association on the Plat, other than those areas identified as Limited Common Area in Article I Section 11 hereafter, being the following tracts of land: A-2, B-1, B-2, B-3, B-4, B-5, and B-11.

Section 11. "Limited Common Area" shall mean and refer to certain portions of the Common Area which are designated by the Declarant for the exclusive use and benefit of one or more, but less than all, Neighborhoods, as more particularly

described in Article II, Section 15 of this Declaration. The initial Limited Common Area shall include those areas designated as Common Property of Bellefaire in that certain Declaration of Covenants Conditions and Restrictions for Bellefaire at Reflections which has been or shall be recorded in the Public Records of Hillsborough County, Florida, being the following tracts of land: A-1, B-8, B-9, and B-10 ("Bellefaire Limited Common Property").

Section 12. "Lot" shall mean and refer to any parcel of land shown upon any recorded subdivision map of the Property that is designated or intended for use as a site for construction of a single family residence, and does not include the Common Area or any other tract of land that is not a residential parcel.

Section 13. "Member(s)" shall mean and refer to those persons entitled to membership as provided in this Declaration, the Articles of Incorporation and the By-Laws. References herein to "members" shall mean "Members" and vice versa. Voting rights of the members are set forth in Article IV hereof.

Section 14. "Neighborhood" shall mean and refer to each separately developed and denominated residential area comprised of one (1) or more housing types subject to this Declaration, whether or not governed by an additional owners association, for which Declarant has established exclusive areas of common interest among Lot owners within such portion of the Property other than those common to all Association Members. Only the Declarant may establish a portion of the Property as a Neighborhood. For the purposes herein, Bellefaire shall be considered a separate Neighborhood within the Property. However, Lamplighter at Reflections is specifically excluded as a separate Neighborhood until such time as the Declarant may establish limited areas of common interest exclusive to Lamplighter.

Section 15. "Neighborhood Assessments" shall mean assessments levied against the Lots in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses, as more particularly described in Article V Section 4 of this Declaration.

Section 16. "Neighborhood Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the benefit of Owners of Lots within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized from time to time by the Board and as more particularly authorized herein.

Section 17. "Owner" shall mean and refer to the record owner (including the Declarant), whether one or more persons or entities, of a fee simple title to any Lot

which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 18. "Plat" initially shall mean and refer to the recorded plat of Reflections, Phase 1 per map or plat thereof, recorded in Plat Book 91, Page 90-1, Public Records of Hillsborough County, Florida, and shall also mean any additional recorded subdivision map or plat of the Property, or any part thereof, recorded in the Public Records of Hillsborough County, Florida. Plats for future phases, if any, for lands annexed to the control of this Declaration shall be as referenced in the recorded annexation document for such future phase.

Section 19. "Property" shall mean and refer to that certain real property described in Exhibit "A" hereof, and such other additions thereto as may hereafter be made subject to this Declaration by the recording of Supplemental Declarations.

Section 20. "Surface Water Management System" shall mean the combination of structures and impoundments which provide drainage, water storage, conveyance or other surface water management capabilities for the Property including, but not limited to, all inlets, ditches, swales, culverts, water control structures, retention and detention ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

Section 21. "Other Defined Terms" If other words or phrases are defined elsewhere in the text of this Declaration, the definition thereof shall apply through this Declaration.

Section 22. "Documentation" The legal documentation for Reflections consists of this Declaration, all Supplemental Declarations, the Association's Articles of Incorporation, a copy of which is attached hereto as Exhibit "A", the Association's By-Laws, a copy of which is attached hereto as Exhibit "B", and all amendments to any of the foregoing now or hereafter made. Unless the context expressly requires otherwise, the following terms mean as follows wherever used in any of the foregoing, in any corporate resolutions and other instruments of the Association, and in any deeds, mortgages, assignments and other instruments relating to all or any portion of the Property.

Section 23. "Interpretation" Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of one gender includes all genders; and the use of the terms "including" or "include" is without limitation. Wherever any time period in this Declaration, the Articles or the By-Laws is measured in days, "days" means consecutive calendar days; and if such time period expires on a Saturday, Sunday or Legal Holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday or Legal Holiday.

Unless the context expressly requires otherwise, the terms "Common Property," "Lot," and "Property" include any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability and desirability of the Property as a residential community by providing a common plan for the development and enjoyment thereof. The headings used in this Declaration or any other document described in the preceding Sections of this Article are for indexing purposes only and are not to be used to interpret, construe or apply its substantive provisions.

ARTICLE II Property Rights

Section 1. Easements of Enjoyment. Each Owner shall have a nonexclusive right and easement of enjoyment in and to the General Common Area that is appurtenant to, and will pass with, the title to every Lot, subject to the following conditions. If ingress and egress to any Lot is through any of the General Common Area, the Lot has a non-exclusive easement over the General Common Area for ingress and egress to such Lot and any conveyance or encumbrances of that portion of the General Common Area shall be subject to such ingress and egress easement. Each Owner's right to enjoyment of the General Common Area is subject to the following:

(a) **Fees.** The Association's right to charge reasonable fees for the use, safety and maintenance of any common facilities from time to time situated on the General Common Area.

(b) **Suspension.** The Association's right: (i) to suspend such Owner's right to use any facility owned or controlled by the Association for a period of unpaid assessments; and (iii) to suspend any Owner's right to use any such facility for any infraction of the Association's valid rules and regulations.

(c) **Dedication.** The Association's right to dedicate or transfer all or any part of the General Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as the Association considers advisable. Any such dedication or transfer requires the approval of two-thirds (2/3) of the members present and voting in person or by proxy at a meeting duly convened for such purpose. So long as there is a Class B Membership, if any mortgage encumbering any Lot is guaranteed or insured by the Federal Housing Administration or by the Veterans Administration, then any such dedication or transfer must be approved by both agencies, provided however such approval shall specifically not be

required where the amendment is made to correct errors or omissions, or is required to comply with the requirements of any institutional lender, or is required by any governmental authority.

(d) Rules and Regulations. The Association's right to adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the General Common Area.

(e) Ingress and Egress Easement. Notwithstanding the foregoing conditions imposed on use of the General Common Area, the Association shall not interfere with the right of ingress and egress to any Lot that has an ingress and egress easement over the General Common Area.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment and use to the General Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the Property.

Section 3. Operation of the Common Area. The Association shall at all times operate, supervise, control and manage the General Common Area and any income producing activities that may be established or permitted to operate in the General Common Area. The Association, in its sole discretion, shall determine all activities and programs to be carried on in the General Common Area and shall employ the necessary personnel required therefore. Any Landscape/Wall Easements shown on the Plat are owned by the Association, but the interior side of the wall shall be maintained by the individual Lot Owner. The Association shall maintain the exterior side of the wall and shall be responsible for any structural improvements or repairs.

Section 4. Utility Service. Public utilities serving the Property and Lots, have been, or will be, installed underground in the General Common Area and within, below or upon the Property, for the use, benefit and service of the Property, the Lots and all improvements upon the Property. Any public utility serving the subdivision (including Hillsborough County and any other governmental agency having easement rights) shall have the right to install, maintain, and repair all utilities for lines, wires, pipes, equipment and other items necessary for supplying light, heat, air conditioning, water, sewer, power, telephone, any CATV and other means of communication to the Property, and such other utility and/or communications made available in the future by advances in technology and approved by the Board. If any a wall or fence is installed by Declarant, any Owner or any home builder over any public utility easement, such installation is at the risk of the party making the installation and the public utility shall have no obligation to restore the wall or fence to its condition prior to any construction work by the public utility.

Section 5. Public Easements. Fire, police, health, sanitation, cable, communications, U.S. Postal Service, drainage and other public service personnel and vehicles shall have a permanent, perpetual and nonexclusive easement for ingress and egress over and across the General Common Area.

Section 6. Lot Utility Easements. Each Lot Owner shall be responsible for the maintenance of all easements situated on his respective Lot for utility purposes.

Section 7. Utility/Landscape Easements and Wall/Landscape Easements. There is shown on the Plat certain Utility/Landscape Easements and Wall/Landscape Easements along certain perimeter boundaries of the Property. Use of these easements are restricted to the Owners of Lots that are encumbered by these easements and to the Association for the sole purpose of maintenance of the areas contained therein. Only the Association may install and maintain improvements within these easements and no permanent improvements of any kind shall be installed or maintained in these easements by the Owner of any Lot. The Association shall have the sole responsibility to maintain these easements and the cost of such maintenance shall be part of the annual assessment described in Article V hereafter.

Section 8. Entry Features. There is one major entry feature into the Property from Van Dyke Road which is part of the General Common Area. The walls, signage, lighting, landscaping, irrigation, and other improvements for this entry feature shall initially be installed at the sole cost and expense of the Declarant or its assigns. However, after initial installation, the Association shall have the sole responsibility to maintain the entry features and control over the use thereof. The cost of maintenance shall be part of the annual assessment described in Article V hereafter.

Section 9. Association's Right of Entry. The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the General Common Area or any Lot for the purpose of fully and faithfully discharging the duties of the Association.

Section 10. Permanence. The benefit of all rights and easements granted by the Declaration constitutes a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive, its benefit, nevertheless, is exclusive to all Lots granted such benefit to additional persons. In no event does the benefit of any such easement extend to the general public except as provided in Section 5 hereof. The burden of all rights and easements granted by this Declaration constitutes a permanent servitude upon the lands affected.

Section 11. No Partition. There shall be no judicial partition of the Common Area, nor shall Declarant, or any Owner, or any person acquiring any interest in the Property or any part thereof, seeks judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in co tenancy.

Section 12. Drainage Easements. Those areas shown as "Drainage Easement" or "Conservation Area" or "Conservation Easement" on the Plat shall be maintained by the Association, and the cost thereof shall be part of the annual assessment described in Article V hereafter.

Section 13. Bridgeway Lane and Havenview Lane. Anything to the contrary contained in this Declaration to the contrary, Bridgeway Lane and Havenview Lane, as described on the Plat, are neither General Common Area, nor public rights of way. These two roads are Limited Common Area and are not dedicated to the public. The use thereof shall be limited to owners of Lots in the Bellefaire Neighborhood.

Section 14. Pool, Tot Lot and Cabana. Subject to any restrictions herein and any rules and regulations adopted by the Association each Owner, including but not limited to Owners of Lots in the Bellefaire Neighborhood, shall have a nonexclusive right to use the pool, the tot lot and the cabana located within the Property.

Section 15. Limited Common Areas. Certain portions of the Common Areas may be designated by the Declarant as Limited Common Areas and reserved for the exclusive use of the Owners and occupants of Lots within a particular Neighborhood or Neighborhoods. All costs associated with maintenance, repair, replacement and insurance of Limited Common Areas shall be assessed by the Association against the Owners of Lots in only those Neighborhoods which are benefited thereby as a Neighborhood Assessment. Provided, however, if such Limited Common Area is controlled by a separate Neighborhood Association, the Neighborhood Association shall assess the Owners in accordance with the Neighborhood Association documents. By way of illustration and not limitation, Limited Common Areas may include recreational facilities intended for the exclusive use of Owners within a particular Neighborhood or Neighborhoods and supported exclusively by Neighborhood Assessments.

Initially, the Limited Common Areas shall include the Bellefaire Limited Common Property as defined herein. Any additional Limited Common Areas shall be designated by the Declarant and the exclusive use thereof shall be assigned in the deed conveying the Common Area to the Association or in the plat or survey relating to such Common Area.

ARTICLE III

Restrictions on Subdivision Lots

Section 1. Use. No Lot shall be used for any purpose other than for residential purposes. No building, structure or improvements shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling not to exceed two (2) stories, patios, porches, garages, a swimming pool, landscaping, walls, fencing, driveways and sidewalks appurtenant thereto. All dwelling units shall have an enclosed garage. Carports are not allowed. All such improvements must be approved in writing by the ACC (hereafter defined) prior to commencement of construction. Development of the Property and construction of homes shall be in accordance with the design standards and other applicable requirements which are part of the zoning conditions for the Property (hereafter, the "Zoning Standards").

Section 2. Outbuildings Prohibited. No structure of a temporary character, trailer, tent, shack, garage or other outbuilding shall be used on any Lot at any time as a residence, temporarily or permanently. No structure, including utility buildings, may be erected on any Lot for other than residential purposes, except a builder's temporary structure. However, a utility building, not to exceed six feet (6') in height, which is approved by the ACC, may be permitted provided it is located in the rear yard, not visible from the street and adequately fenced in accordance with Section 13. Cabanas or pool houses shall be permitted. No detached storage buildings shall be permitted, however, the provisions of Sections 25 and 26 of this Article III shall supersede this section.)

Section 3. Minimum Residence Size. No dwelling shall be erected or allowed to remain on any Lot unless the living area of the dwelling, exclusive of the garage, attics, porches, patios and lanais, shall be not less than 1,200 square feet.

Section 4. Minimum Lot Size. No dwelling shall be constructed on a Lot or plot having an area of less than less than 5720 square feet within Lamplighter at Reflections or less than 3150 square feet within Bellefaire. No Lot shall be divided, resubdivided or reduced in size by any method whatsoever, unless all portions of said Lot are used to increase the size of adjacent Lot(s), or other adjacent property, and notwithstanding the foregoing, no Lot shall be divided, resubdivided or reduced in size by any method whatsoever, without the prior written consent of the Declarant. All building plots formed as a result of the foregoing, shall thereupon be deemed and

treated as original Lots, and may not be further divided, subdivided or reduced in size by any method whatsoever, or changed back to the original configuration, without the prior written consent of Declarant. More than one (1) Lot under one (1) ownership may be used for one (1) dwelling, in which event this Declaration shall apply to such Lots as if they were a single Lot, subject to easements indicated on the recorded Plat.

Section 5. Setbacks. Setbacks from front, side and back Lot lines shall be in accordance with the Zoning Standards. If permitted by the Zoning Standards, setbacks may be staggered as appropriate so as to preserve important trees, and assure vistas of water and open areas.

Section 6. Commercial Use/Nuisance Prohibited. No residence or other structure on any Lot shall be used for commercial or business purposes, except as set forth in Sections 25 and 26 of this Article. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance or a nuisance to the neighborhood, the Declarant, or any other Owner. No noxious, offensive or illegal activities shall be carried on upon any Lot. Without limiting the generality of the foregoing:

(a) The assembly or disassembly of motor vehicles and other mechanical devices which might cause disorderly, unsightly or unkempt conditions, the shooting of firearms, fireworks or pyrotechnic devices of any kind or size, and any other similar inherently dangerous activities, shall not be pursued or undertaken on any Lot.

(b) No rubbish of any character whatsoever, nor any substance, thing or material shall be kept upon any Lot which would be unsightly, or which will emit foul or noxious odors, or that will cause any loud noise that will or might disturb the peace and quiet of the occupants of the surrounding Property.

Section 7. On Site Construction Required. No structure shall be moved onto any Lot, except a builder's temporary "manufactured home" type structure, which shall be used by the Declarant or any builder in connection with construction work and activities engaged upon any Lot.

Section 8. Animals. No animals, livestock or poultry of any kind shall be kept, raised or bred on any Lot except that dogs, cats and other common household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes; and provided further that no person owning, or in custody, possession, charge or control of any dog shall cause, permit or allow the dog to stray, run or in any manner be at large in or upon any public street or the private property of others without the express or implied consent of the Owner of such other private

property. No more than a total of three (3) animals may be kept on any Lot. Animals shall be leashed at all times while outside any residential structure and otherwise maintained in accordance with applicable Hillsborough County ordinances. The owners of all animals shall clean up animal waste, and the failure to do so shall be a violation of these restrictions, which shall subject the owner to fines in the amount to be established by the Association.

Section 9. Signs. No signs of any kind, including "For Rent", "For Sale", or any other similar signs shall be displayed to the public view, erected or maintained on any Lot (including within windows of improvements), except for one (1) professionally lettered sign not more than two square feet in size, solely advertising the property for sale or rent; and except for signs approved by Declarant used by a builder to advertise the Lot(s) or dwellings during the construction and sales period; or except as may be required by legal proceedings. Signs permitted pursuant to Section 25 herein are exempt from this Section 9. In particular, but not by way of limitation, political signs, signs advertising anything other than a home for sale, and signs intended to impart any type of message other than sale of a home are prohibited.

Section 10. Exterior Attachments. No exterior radio, television, electronic or like antennas, aerials, satellite dishes or transmission or receiving tower(s), apparatus or devices, or other similar or dissimilar exterior attachments, shall be installed, permitted or located on any Lot. Notwithstanding the above, satellite dishes or other devices for the reception of television signals are permitted, provided they have received prior approval from the ACC and otherwise comply with Federal regulation and limitation thereof. Owners shall attempt to screen such devices from view if possible in order to keep the Property free from unsightly television reception devices.

Section 11. Utility Easements. Easements for the installation and maintenance of utilities are reserved as shown on the Plat of the Property. Within these easements, no structure, trees or bushes or other material or plantings shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may impede the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 12. Trees. In connection with the development of any Lot for residential purposes, or the construction of improvements thereon, reasonable care shall be used to preserve and retain as many trees as is reasonably possible. No excavation, fill or cutting of trees shall be performed in violation of law or of this Declaration.

Section 13. Fences, Wall, and Hedges. Fences, walls and hedges may be constructed or maintained only as permitted by the ACC, but in no event to exceed six (6) feet in height, except that Declarant may construct an eight foot (8') wall along any major roadways adjoining the Property. Provided, however, if a Lot abuts a conservation area or body of water the maximum height starting from the rear corners of the house shall not be more than forty-eight (48) inches in height. Fences shall be of shadow box or board on board only made of either wood or PVC materials. No fence, wall or hedge shall be constructed or maintained between a front street and front dwelling line or between a side street and side dwelling line. No chain link fence shall be placed on or permitted to remain on any Lot or any part thereof. Each fence which is built as part of the original construction of the improvements upon the Lot(s) or placed by the Declarant on the dividing lines between the Lots shall be treated in law as if it were a party wall; and no such fence shall be deemed to be an encroachment and the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The reasonable cost of repair and maintenance of a fence shall be shared equally by the Lot Owners whose property is contiguous to the fence. Additionally, the following rules with respect to fences, walls and hedges shall apply:

(a) If a fence, wall or hedge is destroyed or damaged by fire, windstorm or other unavoidable accident, any Owner who has a Lot contiguous to the fence may restore or repair it, and the Owner of adjacent property contiguous to such fence shall contribute one-half (1/2) of the cost of such restoration and repair of the fence.

(b) All repairs to any fence, wall or hedge shall be made using materials which are of like grade, quality, material, color, finish and workmanship as that which was provided by the Declarant at the time of conveyance of the Lot to the Owner of such Lot, or as approved by the ACC if the fence was originally constructed by someone other than the Declarant.

(c) Any replacement fence or wall shall be painted the color as that which was provided by Declarant to the Owner(s) of the Lot(s) contiguous to the fence, or the same color as was approved by the ACC if the fence was originally constructed by someone other than the Declarant. Fences may be covered by a clear water sealant or similar coating.

(d) Notwithstanding the above, an Owner of a Lot who by his or her negligent or willful act causes damage to or the destruction of a fence shall pay the entire cost of repair or replacement of the damaged portion.

(e) The provisions of this Section 13 concerning fences are also applicable to any fence or wall erected, or to be erected, along any lake, drainage area, drainage easement or any portion of the Common Area. No fence or wall shall be erected or constructed that will impede the flow of water or modify the drainage design. A Lot Owner is responsible for maintenance of any such fence or wall located on his Lot.

Section 14. Sidewalks. Simultaneously with the construction of a dwelling on any Lot, a four (4) foot wide concrete sidewalk shall be installed at the expense of the Lot Owner according to the specifications of Hillsborough County, Florida, the line and grade of said sidewalk to be in accordance with the site plan of such Lot approved by the ACC.

Section 15. Commercial Uses. No trade, business, profession or other type of commercial activity shall be carried on upon any Lot, unless permitted by Hillsborough County as a Home Occupation, except that real estate brokers, Owners and their agents may show dwellings and Lots for sale or lease, and except for commercial uses of the Declarant and any home builder, pursuant to Sections 25 and 26 of this Article.

Section 16. Appearance of Lots. No lot or any part thereof shall be used as a dumping ground for rubbish. Each Lot, whether improvements are or are not located thereon, and whether occupied or not, shall be maintained reasonably clean from refuse, debris, rubbish, unsightly growth and fire hazard. No stripped, unsightly, offensive, wrecked, junked, dismantled, inoperative or un-licensed vehicles or portions thereof, or similar unsightly items; nor any furniture or appliance designed for normal use or operation within (as distinguished from outside of) a dwelling; shall be parked, permitted, stored or located upon any Lot in any such manner or location as to be visible from the public streets or neighboring Lots.

However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by garbage and trash removal services, if placed in a neat and sanitary manner curbside within twelve (12) hours of such expected removal. No lumber, brick, stone, cinder block, concrete or other building materials, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonably necessary for the construction to completion of the improvement for which same is to be used.

Section 17. Lot Upkeep and Maintenance. All Lot Owners with completed residences thereon shall keep and maintain such Owner's Lot (including but not limited to that portion of the Lot between sidewalks, if any, and the street), together

with the exterior of all buildings, structures and improvements located thereon, in a first class, neat, attractive, sanitary and substantial condition and repair, including without limitation, having the grass regularly cut, and the exercise of generally accepted garden management practices necessary to promote a healthy, weed free environment for optimum plant growth; together with painting, repairing, replacing and caring for roofs, gutter, downspouts, exterior building surfaces, lighting fixtures, shrubs and other vegetation, walks, driveways and other paved areas, and all other exterior improvements, such as to keep the same in a condition comparable to their original condition, normal wear and tear excepted. No Owner shall allow any grass or weed on his or her Lot to attain a height in excess of three (3) inches.

Section 18. Mailboxes. If Declarant, as part of its initial development of the Property, has installed uniform mailboxes and supports, such uniformity shall be maintained thereafter by all Owners and no substitute mailboxes or supports shall be permitted.

Section 19. Vehicles.

(a) Except as hereinafter expressly provided, no boat personal or other type of watercraft, boat trailer, camper, mobile home, travel trailer, aircraft, glider, trailer, aircraft glider, tandem wheel truck, all terrain vehicle (ATV), or bus shall be permitted to remain on any Lot or public street within the subdivision, unless inside a garage or otherwise parked, stored or located in such manner and location so as not to be visible from the public streets and neighboring Lots. Commercial vehicles as defined herein or any truck or vehicle which has signage or other advertising or commercial displays affixed thereto are not permitted to be parked within the subdivision except on a temporary, short term basis as defined hereafter. All motor vehicles permitted to be on a Lot must park at all times on pavement, and shall not park on the grass or non-paved area of the Lot. There shall be no parking of any vehicle within the Common Area.

(b) **Certain Vehicles.** No motorcycle, motor bike, motor scooter, moped, ATV or other two-wheeled, three-wheeled or four-wheeled ATV or go-cart, or tandem axel or tandem wheel vehicle, or the like, shall be permitted to be parked or stored on any Lot, street, road or any other part of the Property, unless the same shall be stored entirely within and fully enclosed by a garage. No such vehicles may be operated within the Property except for entering and leaving the Property and then only if such vehicle is licensed or registered by the State of Florida to operate on public roads and except to the extent any such vehicles may be used by the Declarant prior to turnover.

(c) "Parking on a Temporary, Short-Term Basis" shall mean parking, on a non-recurring basis and for a single period not exceeding twenty-four (24) hours

in duration, of commercial or recreational vehicles belonging to guests of Owners, and it shall also mean parking of commercial vehicles used in connection with the furnishing of services and/or the routine pickup and delivery respectively, of materials from and to dwelling units (including those commercial vehicles used in connection with bona fide current on-going construction of improvements on Lots or Common Area) and commercial and recreational vehicles belonging to or being used by Owners for loading or unloading purposes only.

(d) "Commercial Vehicle" shall mean a truck, motor home, bus or van of greater than three-quarter (3/4) ton capacity or any vehicle, including a passenger automobile, with a sign displayed on any part thereof advertising any kind of business or within which any commercial materials and/or tools are visible. Commercial vehicles shall be parked on a temporary, short term basis only.

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

Section 20. Initial Construction, Repair and Rebuilding. Construction of any dwelling or other structure or improvement shall be completed within nine (9) months from the commencement of construction thereof. Every building, structure or other improvement, the construction, repair, rebuilding, or reconstruction of which is begun on any Lot, shall be diligently and continuously prosecuted after the beginning of such construction, repair, rebuilding or reconstruction until the same shall be fully completed, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God and other similar causes.

No building, structure or improvement which has been partially or totally destroyed by fire or casualty shall be permitted to remain in such state for more than nine (9) months from the date of such damage or destruction. If reconstruction or repair of any such building, structure or improvement is not so commenced within two (2) months, the Owner thereof shall raze or remove the same promptly from such Owner's Lot. Any Owner who has suffered damage to his residence by reason of fire or any other casualty may apply to the ACC for approval for reconstruction,

rebuilding or repair in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty.

Section 21. Repainting of Homes. If the exterior of any home (including trim, doors and garage doors) is repainted within the first five years subsequent to conveyance by Declarant, it shall be painted in the same color or as close to the same color as possible of that which was provided by the Declarant at the time of conveyance, unless an alternative color is approved by the ACC.

Section 22. Window Air Conditioners. Window air conditioning units are not permitted anywhere within the Property.

Section 23. Street Lighting. Each Lot is subject to the power and authority of the Lighting District created by Hillsborough County. If at any time hereafter, Declarant requests that a separate street lighting district be organized pursuant to Hillsborough County Ordinance, or as otherwise provided by law, all Owners of such Lots will upon written request by Declarant; (a) join in any petition to the Board of County Commissioners requesting the formation of a street lighting district; (b) grant any easement rights which may be required therefore, without payment of any compensation; (c) pay any assessments imposed on their Lots by such street lighting district, and (d) join in any petition to annex contiguous property to the street lighting district.

Section 24. Basketball Goals. Basketball goals and hoops may be located in front yards or in driveways provided such basketball goals and hoops meet the standards of the ACC and are approved pursuant to Article VI, Section 2, of this Declaration. Permanent basketball goals must have clear glass backboards and the design and placement thereof are subject to the approval of the ACC. All portable basketball goals shall be stored away when not in use.

Section 25. Exemption of Declarant. Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, or its designated assigns or their contractors, or subcontractors, from doing or performing on all or any part of the Property owned or controlled by the Declarant, or its designated assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including, without limitation:

(a) Erecting, constructing and maintaining thereon such structures as may be reasonably necessary for the conduct of Declarant's business of completing the final development and establishing the Property as a residential community and disposing of the same in Lots by sale, lease or otherwise; or

(b) Erecting and maintaining such signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of any portion of the Property. All provisions of this Declaration in conflict with this Section shall be deemed inoperative as to Declarant and its designated assigns.

Section 26. Exemption of Declarant and Designated Builders. Every person, firm or corporation purchasing a Lot recognizes that Declarant or designated builders shall have the right to:

(a) Use Lots and residences erected thereon for sales offices, field construction offices, storage facilities and general business offices;

(b) Maintain furnished model homes on the Lots which are open to the public for inspection seven (7) days per week for such hours as deemed necessary or convenient by Declarant or designated builder; and

(c) Erect and maintain such signs on the Lot in connection with the uses permitted in (a) and (b) above.

Declarant's and builder's rights as defined in Sections 25 and 26 shall terminate when the last Lot is sold to a resident or December 31, 2010, whichever occurs later, unless prior thereto Declarant has indicated its intention to abandon such rights by a written instrument duly recorded. It is the express intention of this Section that the rights granted herein to maintain sales offices, general business offices, furnished or unfurnished model homes and signs shall not be restricted or limited to Declarant's or builder's sales activity relating to the Property, but shall benefit Declarant or a builder in the construction, development and sale of such other property and Lots which Declarant or a builder may own. All provisions of this Declaration in conflict with this Section shall be deemed inoperative as to Declarant or a designated builder.

Section 27. Front Doors. The front door of each residence constructed on a Lot shall be maintained in an attractive manner, and, therefore, no screen doors, storm doors, glass doors, or the like shall be allowed on such front doors. The original door color shall be maintained, unless otherwise approved by the ACC.

Section 28. Front Yards. The front yard of each residence constructed on a Lot shall remain grass, and each Owner is required to maintain such grass, and no such front yard shall be paved over (either concrete, asphalt or otherwise), nor covered with rock, gravel or other similar material, unless the initial construction by the Declarant utilizes an alternate plant ground cover due to heavy shade on the Lot. Thereafter the same type of plant ground cover shall be utilized, unless otherwise approved by the ACC.

Section 29. Drainage Easements. The Plat reflects certain areas as "Drainage Easement". The Plat provides the following in regard to these areas and each Owner of a Lot is subject thereto:

"Permanent drainage easements shall not contain permanent improvements, including but not limited to sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, sprinkler systems, trees shrubs, hedges, and landscaping plants other than grass, except as approved by the County Administrator."

Section 30. Swimming Pools and Porch/Lanai Enclosures. In the event any Owner constructs a swimming pool on a Lot, such swimming pool must be entirely in-ground, and the Owner of the Lot must erect a screen enclosure or a fence at least six (6) feet in height around the entire perimeter of that portion of the Lot located behind the house so as to prevent access to such swimming pool. However, this Section shall not create any liability or responsibility on the part of the Declarant or the Association from any claims arising from the lack of a fence and the existing swimming pool. The term "swimming pool" shall also include any spa, whirlpool bath, or similar device as determined by the ACC. All porch and lanai enclosures must be approved by the ACC and constructed with white aluminum supports. However, in no event shall enclosures of front or side porches/lanais be permitted.

Section 31. Outdoor Clotheslines. No outdoor clothesline of any kind whatsoever, temporary or permanent shall be permitted on any Lot, unless the lines are not visible from the exterior of the Lot.

Section 32. Mining, Wells, Underground Installations. No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted upon or in any Lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot. No wells, tanks, tunnels, septic system, sewage or wastewater drain field, mineral excavation, or shafts shall be installed, erected, maintained, or permitted upon or in any Lot, whether such use is for water, oil or petroleum products, natural gas, propane, sewage, wastewater or any other substance.

Section 33. Garages. The primary use of all garages in the Property shall be for the storage of motor vehicles. All garages must be capable, at all times, of containing the number of motor vehicles for which it was designed. All garage doors must be closed at all times with the exception of ingress to or egress from the interior of said garage. Any garage of a model home that has been converted to an office or other living space by the Declarant may remain in such state, and the Owner shall not be required to return it to its original garage condition. No other garages shall be

converted to offices or living space without the prior approval of the ACC. Notwithstanding the foregoing, the vehicle/requirements of Section 19 of this Article shall apply.

Section 34. Neighborhood Restrictions. There may be recorded within any Neighborhood additional covenants, conditions and restrictions applicable solely to that Neighborhood. In such event the Owners of Lots within the Neighborhood shall be subject to both this Declaration and the covenants, conditions and restrictions governing the Neighborhood. If Declarant elects to form a separate owners association, such other covenants, conditions and restrictions may include the Owners of Lots within such Neighborhood as members in an additional owners associations ("Neighborhood Association"). However, the creation of a Neighborhood Association shall not be required, unless otherwise required by law. Each Neighborhood that is not governed by a Neighborhood Association, upon the affirmative vote, written consent, or a combination thereof, of a majority of Owners within the Neighborhood, may request that the Association provide a higher level of service or special services for the benefit of Lots in such Neighborhood. The Association shall provide such services and the cost of such services shall be assessed against the benefited Lots as a Neighborhood Assessment pursuant to Article V hereof. Although Declarant has taken care not to create conflicts between this Declaration and any Neighborhood Declaration, in the event of a conflict, the more restrictive provisions shall apply.

Section 35. Waterbodies. Except as expressly authorized herein, no activity shall be permitted upon or about any waterbody situated in whole or in part on the Property, including but not limited to, swimming, fishing, boating or the operation of any watercraft.

ARTICLE IV

Membership and Voting Rights

Section 1. Membership. Every Owner of a Lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant and may not be separated from ownership of any Lot which is subject to the assessment. Owners of Lots within a Neighborhood shall be a member of the Association and any other Neighborhood Association to which the Lots are subject.

Section 2. Voting Rights. The Association shall have two (2) classes of voting members/membership:

Class A. Class A Members shall be all those Owners, as defined in Section 1, with the exception of the Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership in Section

1. When more than one person holds such interest or interests in any Lot, all such persons shall be Class A Members, and the vote for such Lot shall be exercised as they, among themselves, determine; but in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. The Class B Member is the Declarant as to the Lots it owns. The Class B membership designation may be assigned to any subsequent Lot developer or Lot builder, but not to any party intending to reside on the Lot. Each Class B Member shall be entitled to three (3) votes for every Lot owned. Unless converted earlier and voluntarily by the Declarant, the Class B membership shall cease, and be converted to Class "A" membership upon the earliest of the following events (the period of time from the date of this Declaration to the date of such event being referred to herein as the "Class B Control Period"):

(1) When Seventy-Five Percent (75%) of the Lots have been deeded to Owners other than the Declarant; or

(2) When the Declarant elects to convert such membership from Class B to Class A.

Section 3. General Voting Requirements. As long as Class B Members exist, any reference throughout this Declaration to a 2/3 consent requirement or other fractional, percentage or numerical consent requirement by the Members shall be deemed to require such consent by the Members eligible to vote for each class of Members.

ARTICLE V

Covenant for Maintenance and Operation Assessments

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant, and agrees to pay the Association, as hereinafter provided:

(a) annual assessments or charges, which shall include assessments for the maintenance and operation of the General Common Area and shall include such reasonable reserves as the Association may deem necessary. These annual assessments may be collected in monthly, quarterly or yearly payments; and

(b) special assessments for capital improvements as provided in Section 3 of this Article. Such assessments shall be for those purposes stated

hereinafter and shall be fixed, established and collected from time to time as hereinafter provided; and

(c) Neighborhood Assessments as provided in Section 4 of this Article; and

(d) other assessments as hereinafter provided for.

The annual, special, Neighborhood and other assessments, together with interest thereon and costs of collection of same, including attorneys' fees, shall be a charge on each Lot and shall be a continuing lien upon the Lot for the assessments and the costs of collection of the same, including reasonable attorneys' fees, and shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. All assessments, whether annual, special, Neighborhood or other imposed by the Association, shall be against all Lots subject to its jurisdiction, fixed at a uniform rate per Lot and may be collected on a monthly, quarterly or yearly basis, as directed by the Board.

Section 2. Purpose of Annual Assessment. The assessments levied by the Association shall be used exclusively to (a) fund the operations of the Association as elsewhere provided in this Declaration, (b) promote the health, safety and welfare of the residents in the Property, (c) for the improvement, repair, replacement and maintenance of the General Common Area including, but not limited to, payment for operation and maintenance of improvements to the General Common Area, the costs of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, and (d) for such other purposes as are permissible activities of the Association and undertaken by it as set forth in this Declaration.

Without limitation on the generality of the foregoing, and in addition to the other purposes for which assessments shall be used, the Association shall be responsible for and the assessments levied by the Association shall be used for the maintenance, operation and repair of the Surface Water Management System, including all ditches, culverts, drains, pipes, conduits, ponds and other facilities located on or benefiting the Property for the purpose of conveying, transmitting, draining, retaining and storing storm water runoff from the Property, including without limitation, any and all of such items used or useful in connection with the operation and maintenance of the Drainage Easements and other easements. Such maintenance, operation and repair shall include the exercise of practices which allow the Surface Water Management System to collect, convey, channel, hold, inhibit or divert the movement of storm water as permitted by the Southwest Florida Water Management District (SWFWMD) pursuant to the permit(s) issued by the SWFWMD for the Property. The Association shall maintain, operate and repair the Surface Water Management System in accordance with the provisions of all

applicable governmental requirements, including, without limitation, the terms and conditions set forth in said permit(s). The Association and its agents, employees and independent contractors shall have the right of ingress and egress to and from the Surface Water Management System at all reasonable times for the purpose of complying with the terms and conditions of said permits and all applicable governmental regulations and requirements governing the use, maintenance, operation and repair of the Surface Water Management System.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessment and the Neighborhood Assessment the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement that, in the judgment of the Board, benefits all Lots, including the necessary fixtures and personal property related thereto.

Section 4. Neighborhood Assessments. Owners in the Neighborhoods which are not governed by a Neighborhood Association may be assessed based in part upon the nature and extent of Limited Common Property within such Neighborhood and such other expenses as may specifically benefit a Neighborhood. Such Neighborhood Assessments may be collected at the same time as the annual assessment for the General Common Area and shown as a separate charge on the annual assessment invoice to each Owner. Any Neighborhood which is not governed by a Neighborhood Association, may request that additional services or a higher level of services be provided by the Association, and in such case, any additional costs shall be added to the budget. Such budget may include a capital contribution establishing a reserve fund for repair and replacement of capital items within the Neighborhood, as appropriate. Neighborhood Expenses shall be allocated equally among all Lots within the Neighborhood benefited thereby and levied as a Neighborhood Assessment.

Section 5. Other Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Association arising under the provision of this Declaration, or by contract expressed or implied, or because of any act or omission of any Owner or person for whom such Owner is responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay it within thirty (30) days after written demand.

Section 6. Date of Commencement of Annual Assessment; Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board to be the date of commencement. The annual assessment shall be payable in monthly installments due on the first day of each calendar month, or in annual or quarter-annual installments if so determined

by the Board. The due date of any special assessment levied under Section 3 hereof shall be fixed in the resolution authorizing such assessment.

Section 7. Duties of the Board. The Board shall fix the amount of assessment against each Lot subject to the Association's jurisdiction and shall set the date of commencement for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Property and assessments, applicable thereto, that shall be kept on file in the office of the Association and shall be open to inspection by any owner. Written notice of the assessment shall thereafter be sent to every Lot Owner subject thereto.

The Association shall, upon demand at any time, furnish to any Lot Owner liable for said assessments, a certificate in writing signed by an Officer of the Association setting forth whether said assessments have been paid as to any particular Lot. This certificate shall be conclusive evidence of payment of any assessment, due to the Association, which is stated therein to have been paid. The Association may charge reasonable fees to provide such certificates.

From time to time, the Association, through actions of its Board, may enter into an agreement or agreements with one or more persons, firms or corporations, for the purpose of providing professional management, operation of and maintenance of services for the Common Area.

Section 8. Amount of Monthly Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to Class A Members, the maximum annual assessment (excluding any Neighborhood Assessments, the limits of which shall be established by the applicable Neighborhood covenants, conditions and restrictions) shall be no more than Sixty Dollars (\$60.00) per Lot, per month.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to Class A Members, the maximum annual assessment may be increased, each year, not more than Fifteen Percent (15%) above the maximum assessment for the previous year, without a vote of the membership of the Association.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to Class A Members, the maximum annual assessment may be increased above Fifteen Percent (15%) by a vote of Two-Thirds (2/3) of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, and the quorum for such a meeting shall be at least Thirty Percent (30%), in person or by proxy, of all voting members, and if said quorum is not attained, a second meeting may be called at which the quorum requirement shall be reduced to Thirty Percent (30%).

(c) The assessment for each Lot owned by a Class A Member shall be equal to the assessment for each other Lot owned by a Class A Member. The Board shall, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for each year in an amount not to exceed the maximum annual assessment as herein defined.

(d) Special Assessments, as described herein, may be made by the Board only by same vote and quorum requirements as is described in subsection 7(b) above.

(e) So long as Declarant is a Class B Member, Declarant may be excused from paying assessments on a per Lot basis during such period of time as the Declarant funds any deficit between the assessments received from the Class A Owners and actual operating expenses of the Association. Declarant hereby obligates itself to fund such deficit.

(f) The amount of each individual Lot assessment for Class A Members shall be uniform throughout the Property and shall be an amount equal to a fraction of the total assessment budget, where the numerator is one and the denominator is the total number of Lots in the Property in accordance with the recorded Plat (or Plats) thereof.

Section 8. Effect of Nonpayment Assessment; Remedies of Association.

If the assessments are not paid within thirty (30) days after the date when due (being the dates specified in Section 5 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and the costs of collection thereof, including attorneys' fees, as hereinafter provided, thereupon become a continuing lien on the property so assessed, which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns.

If the assessment is not paid within thirty (30) days after the date when due, the Owner shall pay a \$25.00 late fee and the assessment shall bear interest from the date when due at the rate of Eighteen Percent (18%) per annum, provided, however, in no event shall this interest rate exceed the maximum allowable by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the Lot or may foreclose the lien against the Lot, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, and recoverable by the Association, the costs of collection of same, including, but not limited to, reasonable attorneys' fees and the costs of preparing and filing the claim of lien and the complaint in any such action. Additionally, in the event that a judgment

is obtained, such judgment shall include interest on the assessment as provided hereinabove and costs of collection and reasonable attorneys' fees. Attorneys' fees, as provided for herein, shall include attorneys' fees incurred in any appeal of such action, to be fixed by the court, together with the costs of the action.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of his Lot. It shall be the legal duty and responsibility of the Association to enforce the timely payment of the assessments.

In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to, or an interest in, any Lot as to which the assessment is delinquent, including, without limitation, persons acquiring such interest by operation of law and by judicial sale, shall not be entitled to the enjoyment of the Common Area, until such time as all unpaid and delinquent assessments due and owing from the selling/prior Owner have been fully paid, provided, however, that the provisions of this sentence shall not be applicable to the mortgages and purchases contemplated by Section 9 of this Article.

Section 9. Subordination of the Lien to Mortgages and Tax Liens. The lien of the assessments provided for herein shall be subordinate to any tax lien and to the lien of any first mortgage encumbering any Lot. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer without prejudice, however, to the Association's right to collect such amounts from the Owners personally liable for their payment. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Any unpaid assessment that cannot be collected as a lien against a Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by, and a lien against all Lots subject to the jurisdiction of the Association, including the Lot as to which the foregoing, or conveyance in lieu of foreclosure, took place.

Section 10. Homesteads. By acceptance of a deed thereto, each Owner of each Lot is deemed to acknowledge conclusively that (a) the assessments established by this Article are for the improvement and maintenance of any homestead thereon; and (b) the Association's lien for such assessments has priority over any such homestead; and (c) such Owner irrevocably waives the benefit of any homestead exemption otherwise available with respect to all amounts secured by such lien.

Section 11. Trust Funds. The entire amount of all regular and special assessments collected by the Association shall be held by the Association in trust for the Owners of all Lots, as their interest may appear, until disbursed as contemplated herein for the purposes for which the assessments were collected.

Section 12. Special Taxing Districts. In the event that a Special Taxing District is established to provide any services currently rendered by, or which are the responsibility of, the Association, these covenants and conditions shall no longer be of any force and effect as to any such services provided by said Special Taxing District, provided, however, the covenants and conditions set forth herein shall continue to bind and run with the lands as to all of the Property for services not provided by said Special Taxing District. If said Special Taxing District is terminated for any reason, these covenants and conditions shall thereupon apply in full force and effect as if said Special Taxing District had never been created.

Section 13. Neighborhood Assessments. Owners of Lots within a Neighborhood may be subject to assessments by their Neighborhood Association. In such event, the Lot shall be subject to assessments by both the Association and the Neighborhood Association. The Neighborhood Association may agree to collect the assessments due the Master Association as a matter of convenience for the Owners, but at all times the Owners shall remain liable for payment of any and all assessments due the Master Association. In the event of a delinquency in payment of both a Master Association assessment and a Neighborhood Association assessment, the association who records its claim of lien described in Section 8 above on the Public Records first shall have priority in enforcement through foreclosure proceedings.

ARTICLE VI Architectural Control

Section 1. Architectural Control Committee. In order to assure that the residences and other buildings, structures, and improvements in the subdivision covered by this Declaration will be constructed in a manner to preserve a uniformly high standard of construction quality, and in order to create, maintain and preserve an attractive, unique and exclusive residential subdivision, with harmony in design and location in relation to surrounding buildings, improvements and topography, and with homogeneity in density, size, and materials of the structures, and appearances of all buildings, structures and improvements on any Lot, there is hereby created an Architectural Control Committee (the "ACC"). The address of the ACC is the address of the Declarant, unless and until the Declarant advises the owners of a different address. At such time as there are no longer any Class B Members of the Association, the powers and duties of the ACC shall immediately vest in and be assigned to the Association, and the ACC shall thereafter exist as a committee of the Association under the control of the Board.

Section 2. Purpose and Powers of the ACC. The ACC shall have the power to regulate those matters described in this Article VI. The power to regulate shall include the power to prohibit those buildings, structures, basketball goals or improvements deemed inconsistent with the provisions of the Declaration, or the aesthetic scheme, design or quality intended to be created and preserved hereby, or in maintaining the value and desirability of the Property, as a residential community with exclusive, unique and desirable aesthetic qualities.

No building, structure, basketball goals, fence, wall or other improvement shall be erected, constructed, placed, painted, or altered on any Lot until the Owner of the Lot shall submit in duplicate complete plans and specifications for such building, structure or improvement and a detailed site plan showing its proposed location, and ACC shall have approved such plans and specifications and detailed site plan, in writing. The approval of said plans and specifications by the ACC may be withheld not only because of the noncompliance with any of the specific easements, covenants, conditions and restrictions of this Declaration, but also by reason of the reasonable dissatisfaction of the ACC with any other aspect of such plans and specifications, including but not limited to compliance with this Declaration, the landscaping or grading plan, the proposed location of the structure or basketball goals with respect to topography and finished grade elevations, the quality of workmanship and materials, the type of materials, the color scheme, finished design, proportions, architecture, style, shape, height, size, style or appropriateness of the proposed buildings, structures, basketball goals, or improvements located or to be located upon the Property, including the height, kind and appearance of fences, walls, and excavation or fill, change in appearance, drainage or terrain, planting, utility installation and any other physical change or improvement to any Lot, the size, location and materials to be used in the construction of the walks and drives, and the sizes and species of landscaping materials, all of which are included within the definition of "improvements" as such word is used herein. One set of plans and specifications and detailed site plan as finally approved shall be retained by the ACC for its permanent records. The Association may charge a reasonable fee for its services in reviewing such plans.

It is the intention of this provision to vest in the ACC the right, power and authority to regulate the appearance of the buildings, structures or improvements to be located upon each Lot, for the purposes herein set forth. Upon completion of any building, structure or improvement in accordance with the plans specifications and detailed site plan as approved by the ACC, no changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to the exterior of the building, structure and/or improvement of the Lot, including that portion thereof not actually occupied by the improvements thereon, unless the same are

identical to the original work without the ACC's prior written approval in the manner above provided.

All of the foregoing approvals of the ACC shall not be unreasonably withheld so long as such original plans, specifications and detailed site plans of such change, alteration, addition, reconstruction or attachment, as the case may be, conforms substantially to, and is in harmony with, the creation and preservation of the general plan of development intended to be created and preserved by this Declaration.

The ACC's approval, disapproval or conditional approval shall be endorsed upon the plans and specifications submitted by the Owner, and shall be further evidenced by a written instrument executed and acknowledged by the ACC. Such written instrument shall be returned, accompanied by one set of the submitted documents, to the applicant within forty-five (45) calendar days after submission by the Owner for approval. If the ACC does not take action to either approve or disapprove the submission within such forty-five (45) day period, the request shall be deemed disapproved.

Section 3. Exculpation of ACC. Members of the ACC cannot and shall not be held responsible, or be liable to any person whomsoever, in any manner whatsoever, for any loss or damages arising out or resulting from the approval, the failure or refusal to approve, or the disapproval of, any plans and specifications or site plans, or for any errors in structure, design or any non-conformance with applicable building codes or local laws or regulations in the plans and specifications or site plan, not for any defect in design or construction of any building, structure or improvement constructed in accordance with any such plans, specifications or site plan.

Section 4. Submission of Plans and Specifications for Review by ACC. No plans and specifications shall be considered to have been accepted for review by the ACC unless evidenced by a written receipt of such plans and specifications by the ACC.

Section 5. Neighborhood ACC. If a Neighborhood has its own ACC, the Owner shall be required to obtain approval for any improvements, construction or other matters as shall be required by the Neighborhood covenants, conditions and restrictions, and approval from both ACC's shall be required.

ARTICLE VII General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration, and any Supplemental Declaration, shall run with and bind the Property, and shall

inure to the benefit of and be enforceable by the Declarant, the Architectural Control Committee (ACC), the Association, or the Owner of any land subject to this Declaration or any Supplemental Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless terminated at the end of any such period by a vote of at least Seventy-Five Percent (75%) of each class of voting members. This Déclaration and any Supplemental Declarations may be amended as provided in Section 5 of this Article.

Section 2. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. The covenants and restrictions of this Declaration may be enforced by the Declarant, the ACC, the Association or any Owner of property which is subject to these covenants and restrictions. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages and against the land to enforce any lien created by these covenants. Failure of the Declarant, the ACC, the Association or any Owner to enforce any covenant or restriction herein contained shall, in no event, be deemed to be a waiver of the right to do so thereafter. In the event legal action is taken to enforce the covenants and restrictions provided herein, the prevailing party shall be entitled to recover the costs of such action, including attorneys' fees, and appellate costs and attorneys' fees, if necessary. If any such action is brought by any Owner against any other Owner, neither the Declarant, the ACC, nor the Association shall have any obligation to indemnify or reimburse either party to such action.

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

Section 5. Amendment. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by the Association with the approval of at least Seventy-Five Percent (75%) of the Members, and thereafter with the approval of not less than Two-Thirds (2/3) of the Members. Provided, however, any amendment pertaining to Neighborhood Assessments and Limited Common Area shall also require the approval of the same percentage of votes of the Class "A" Owners of Lots within each affected Neighborhood. If the Federal Housing Administration (FHA) and/or the Veterans Administration (VA) has agreed to insure

or guarantee any mortgage loans on Lots within the Property, any such amendment shall have the prior approval and be contingent upon the approval of the FHA and/or VA before being effective as to the Lots in the Property. No amendment shall adversely affect the rights and duties of the Declarant without its prior consent thereto. Further, any amendment of this Declaration which would affect the Surface Water Management System, must have the prior approval of the Southwest Florida Water Management District (SWFWMD). All amendments shall be recorded in the public records of Hillsborough County, Florida. Notwithstanding the above, Declarant may amend this Declaration without the consent of any other party within two years of recording if: (a) required by a governmental agency or the SWFWMD, or (b) to correct a scrivener's error herein, or if required by FHA or VA in order to obtain approval for Reflections by FHA.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the FHA or VA, if any such agency has agreed to insure or guarantee any mortgage loan on a Lot in the Property:

- (a) Mortgaging of General Common Area;
- (b) Dedication and conveyance of General Common Area to any party other than the Association;
- (c) Annexation of additional property (except for the additional property described in Section 13 below).
- (d) Amendment of this Declaration of Covenants, Conditions and Restrictions; or
- (e) Merger, consolidation and/or dissolution of the Association.

This Declaration may be submitted to the FHA and the VA for approval. Notwithstanding anything to the contrary contained in Section 5 of this Article, Declarant shall have the right from time to time, without the necessity of joinder or consent by any Owners, to amend, add to, change, modify or derogate from, the provisions of this instrument in the manner and to the extent required by the FHA or the VA in order for such organizations to approve financing of residential houses on Lots within the Property. In all other events, amendments to this Declaration shall be made only in accordance with Section 5 above.

Section 7. Notice to Lenders. Upon written request to the Association, identifying the name and address of the mortgage holder, insurer or guarantor and the Lot number and address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which adversely affects a material portion of the Property or any Lot on which there is a first mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor, as applicable;

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a lot subject to a first mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor which remains delinquent for a period of sixty (60) days;

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

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

Section 8. Association Information. Upon request during normal business hours or under other reasonable circumstances, the Association shall make available to Owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of this Declaration, the Articles of Incorporation and By-Laws of the Association, any rules and regulations concerning the Property, and the books, records and financial statements, for the immediate proceeding fiscal year of the Association.

Section 9. Effective Date. This Declaration (and any Supplemental Declarations) shall become effective upon its recordation in the Hillsborough County Public Records.

Section 10. Encroachment Easements. In the event that any improvements on a Lot shall encroach upon any of the General Common Area, or upon any other Lot, or in the event that any General Common Area shall encroach upon any Lot, then an easement shall exist to the extent of accommodating and abating that encroachment, for so long as the encroachment shall exist.

Section 11. Interrelationship of Documents. In the event of a conflict between the terms and provisions of this Declaration and the Articles of Incorporation and/or By-Laws of the Association, the Declaration of Covenants, Conditions and Restrictions shall govern.

Section 12. Interpretation. When the context in which the words are used in this Declaration indicates that such is the intent, words in the singular shall include the plural and vice versa. The table of contents, article or section title,

captions and abbreviations contained in this Declaration are for convenience only and shall not be deemed a part of this Declaration. ~~OR BK 11771 PG 0032~~

Section 13. Additional Land and Withdrawal of Land. The Declarant reserves the right (but is not obligated to do so) to annex any or all of the land described in Exhibit "D" hereto to the coverage of this Declaration without the consent of any party. Declarant may withdraw any land subject to this Declaration from the provisions of this Declaration without the consent of any party, provided that it has not sold any Lots to any third parties within the land to be withdrawn. In all other events, Declarant may annex additional land to this Declaration upon the prior approval of at least two-thirds (2/3) of the voting Members and such additional lands shall be included and be subject to the terms, covenants, and conditions of this Declaration. Annexation shall be accomplished by the execution and recording on the Public Records of a Supplemental Declaration hereafter the Lot Owners of the annexed real property shall be members of the Association and shall enjoy all the rights and privileges thereto.

Section 14. Mortgage or Conveyance of General Common Area. The General Common Area, or any part of the General Common Area, cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Members.

Section 15. Meeting Requirements. Wherever any provision of this Declaration, the Articles of Incorporation, or the By-Laws requires any action to be approved by two-thirds (2/3) or more of the votes of membership of the Association at a meeting duly convened for such purpose, written notice of such meeting must be given to all Members not less than fifteen (15) days in advance, setting forth its purpose. At such meeting the presence in person or by proxy of Members entitled to cast at least Sixty-Six Percent (66%) of the votes outstanding described in Article III, Section 2, shall constitute a quorum.

ARTICLE VIII

Operation, Maintenance and Monitoring of Surface Water Management System

Section 1. The Association shall maintain, as part of the general common elements for all Owners, drainage structures for the Property and comply with conditions of the permits from the Southwest Florida Water Management District (hereafter, "SWFWMD" or the "District") for the Surface Water Management System. The Association, shall, when requested by Declarant, accept transfer of the SWFWMD permit for the development. The conditions may include monitoring and record keeping schedules, and maintenance. The Association is responsible for maintenance, repair and replacement of common elements and Surface Water

OR BK 11771 PG 0032

Management System in perpetuity. Notwithstanding any other provisions of this Declaration to the contrary, the Association shall allocate sufficient funds in its annual budget for monitoring and maintenance of the wetland mitigation areas each year until the District determines that the mitigation area(s) is successful in accordance with the Environmental Resource Permit for the Property.

Section 2. The Association shall maintain, as part of the common elements, any areas designated on the Properties as mitigation areas for wetlands. The Association shall comply with all applicable permit conditions for such areas, including monitoring and maintenance of wetland vegetation, and the replanting of wetland vegetation to meet required survival rates.

Section 3. It shall be the responsibility of each property Owner within the subdivision at the time of construction of a building, residence, or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with SWFWMD.

Section 4. It is the Lot Owner's responsibility not to remove native vegetation (including cattails) that become established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot Owners should address any question regarding authorized activities within the wet detention pond to SWFWMD, Tampa Permitting Department and all other appropriate governmental entities, including Hillsborough County.

Section 5. Lot Owners are notified that this Property is subject to the requirements of a permit issued by the Southwest Florida Water Management District. In addition, the Owner is required to obtain a Surface Water Management Permit in accordance with Chapter 40D-4, F.A.C. from SWFWMD prior to initiating any construction or alteration of a Surface Water Management System on this Property.

Section 6. Ponds, Cypress Trees and Conservation Areas. Any ponds or other water retention areas on Lots or otherwise within the Property are for the exclusive use of the Owners and occupants of those Lots on which such ponds are located, subject to any drainage easements that are part of the Plat or provided for herein. It is the exclusive right and obligation of the Association to maintain such ponds and water retention areas. The area(s) shown as wetland conservation easement on any recorded plat of the Property, shall be left to remain and survive intact in its present (created or natural) condition, character and state. The disturbance in any manner of the existing (created or natural) condition, character and state of such areas, or the vegetation thereon, or the ecology, topography or

bionomics thereof is hereby prohibited. It is the intention of Declarant that these areas shall not be changed, disturbed, used, affected or molested in any manner whatsoever, except as permitted by law. Notwithstanding the foregoing, Declarant may change, disturb and affect such areas as permitted or required by law in the course of the development of the Property or Declarant's other property, and upon completion of any such change, the then existing state and condition shall be deemed for the purposes of this paragraph, to be the present and existing condition, character and state thereof.

Section 7. Enforcement. SWFWMD shall have the right to enforce this Article (including the right of a civil action for injunction and/or penalties) against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities.

Section 8. Dissolution of the Association. If the Association ceases to exist, all Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System Facilities in accordance with; the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility as required pursuant to Article X of the Articles of Incorporation of the Association.

ARTICLE IX INSURANCE AND CASUALTY LOSSES; CONDEMNATION

Section 1. Insurance. Insurance, other than title insurance, which shall be carried upon the Common Property, shall be covered by the following provisions.

(a) Authority to Purchase. All insurance policies upon the Common Property shall be purchased by the Association for the benefit of the Association. It shall not be the responsibility or the duty of the Association to obtain insurance coverage upon the personal liability, personal dwelling unit, personal property or living expenses of any Owner but the Owner may obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the Association.

(b) Coverage.

(i) Casualty. All buildings and improvements in the Common Property and all personal property included in the Common Property shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation

costs, as determined by the Board. Such coverage shall afford protection against:

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

(2) Such other risks as from time to time shall be customarily covered with respect to buildings which are similar in construction, location and use as the buildings on the land, including but not limited to risks of vandalism and malicious mischief.

(ii) Public Liability. In such amounts and such coverage as may be required by the Board.

(iii) Worker's Compensation Policy. To meet the requirements of Law.

(iv) Other. Such other insurance as the Board shall determine from time to time to be desirable.

(c) Premiums. Premiums for the described insurance shall be a common expense, collected from Owners as part of the annual assessments. Premiums shall be paid by the Association.

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

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

Section 2. Reconstruction or Repair After Casualty. The Board, in its sole discretion, shall determine whether or not any damaged portion of the Common Property shall be repaired or replaced. In the event that the Declarant is still selling Lots or homes within the Property, Declarant has the right to make any and all repairs to the Common Property which may be required by any casualty, and in the event that it makes such repairs, the proceeds of all insurance from the casualty loss shall be paid to the Declarant, up to the amount Declarant has paid for such repairs.

Section 3. Condemnation. In the event that any portion of the Common

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

Section 4. Insurance on Lots. The Association shall have no obligation or responsibility to maintain insurance on any Lot.

ARTICLE X Waterbodies

WATERBODIES WITHIN THE PROPERTY ARE DESIGNED AND INTENDED TO BE MAINTAINED SOLELY FOR THE PURPOSES OF THE STORM DRAINAGE REQUIREMENTS OF THE PROPERTY AND TO MEET THE REQUIREMENTS OF LAW WITH RESPECT TO ENVIRONMENTALLY SENSITIVE LANDS AND CONSERVATION. THE FACT THAT WATERBODIES MAY ALSO BE A VISUAL OR OTHER AMENITY WITHIN THE PROPERTY IS INCIDENTAL TO THESE PURPOSES. AS A RESULT, ANY OWNER, UPON ACCEPTANCE OF A DEED TO ANY PORTION OF THE PROPERTY ACCEPTS TITLE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS WITH RESPECT TO WATER BODIES:

NEITHER DECLARANT NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO ANY PARTY INCLUDING OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION AND DETENTION LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM LOCATED ON THE PROPERTY. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, AND INVITEES, RELEASES DECLARANT, MASTER DECLARANT, THE ASSOCIATION AND THE MASTER ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

NEITHER DECLARANT NOR THE ASSOCIATION NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR WATER LEVEL IN ANY LAKE, POND, RETENTION AND

DETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES CONTAINED WITHIN OR ADJACENT TO THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY THEIR ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT WITHIN THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES OR BOTTOMS.

IN WITNESS WHEREOF, the Declarant has caused these presents to be duly executed in its company name, by its duly authorized manager or member, the day and year first above written.

WITNESSES:

By: Barbara C. Day
Print Name: Barbara C. Day

By: Jackie S. Parker
Print Name: Jackie S. Parker

WESTFIELD HOMES OF FLORIDA,
INC., a Florida corporation

By: Barry Karpay
Barry Karpay,
Vice President Land Acquisition
Address: 5100 W. Lemon Street
Suite 306
Tampa, Florida 33609

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 25th day of June, 2002 by Barry Karpay as Vice President Land Acquisition of Westfield Homes of Florida, Inc., a Florida corporation on behalf of the corporation. He is ☒ personally known to me or ☐ has produced _____ a driver's license as identification.

[AFFIX SEAL]



Barbara C. Daly
MY COMMISSION # CC922277 EXPIRES
May 3, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

Notary Public: Barbara C. Daly
Print Name: Barbara C. Daly
My Commission Expires: 5-3-04

CONSENT AND JOINDER OF MORTGAGEE

Bank of America is the holder of that certain mortgage and security agreement described in instrument recorded in O.R. Book 11131, Page 1968 of the Public Records of Hillsborough County, Florida, encumbering the Property, and hereby joins in and consents to the recording of this Declaration and subordinates its lien in and to the easements set forth in this Declaration.

WITNESSES

BANK OF AMERICA

Jackie Perdue
Print Name: JACKIE PERDUE

By: [Signature]
Print Name: Dean Kuna
Sr. Vice President

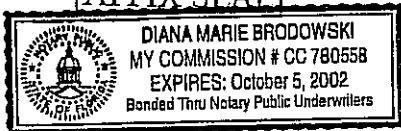
Diana Brodowski
Print Name: Diana Marie Brodowski

Address: BANK OF AMERICA, N.A.
1410 NORTH WESTSHORE BLVD., SUITE 100
TAMPA, FL 33607-4519

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 10th day of June, 2002, by DEAN KUNA, as Vice President of Bank of America, a national banking association, on behalf of said bank. (He) She is personally known to me or has produced N/A as identification and did (did not) take an oath.

[AFFIX SEAL]



Notary Public: Diana Marie Brodowski
Print Name: Diana Marie Brodowski
My Commission Expires: _____

EXHIBIT "A"

Legal Description of lands originally subject to this Declaration:

All of Reflections - Phase 1, according to the map or plat thereof, recorded in Plat Book 91, Page 90-1 et seq. Public Records of Hillsborough County, Florida.

Prepared Under Direction of and Return to:
 Richard A. Schlosser, Esq.
 Bricklemyer, Smolker & Bolves, P.A.
 500 East Kennedy Blvd., Suite 200
 Tampa, Florida 33602
 File 14220

INSTR # 2003492767

O BK 13324 PG 0808

Pgs 0808 - 810; (3pgs)

RECORDED 11/20/2003 11:01:23 AM

RICHARD AKE CLERK OF COURT

HILLSBOROUGH COUNTY

DEPUTY CLERK S Edson

COPY

**SECOND SUPPLEMENT TO DECLARATION
 OF COVENANTS, CONDITIONS AND RESTRICTIONS
 OF REFLECTIONS**

This Second Supplement to Declaration of Covenants, Conditions and Restrictions of Reflections is made as of November 12, 2003, by WESTFIELD HOMES OF FLORIDA, INC., a Florida corporation, 5100 W. Lemon Street, Suite 306, Tampa, Florida 33609 (hereinafter referred to as "Declarant"), and REFLECTIONS OF HILLSBOROUGH ASSOCIATION, INC., a Florida not-for-profit corporation, 3974 Tampa Road, Suite B, Oldsmar, Florida 34677 (hereinafter referred to as "Association"),

RECITALS:

WHEREAS, Declarant recorded the Declaration of Covenants, Conditions and Restrictions of Reflections on the real property described therein at O.R. Book 11771, Page 0001 of the public records of Hillsborough County, Florida, as amended by a First Supplement to Declaration of Covenants, Conditions and Restrictions of Reflections for Phases 2A and 2B recorded at O.R. Book 12623, Page 1390 of the public records of Hillsborough County, Florida (hereinafter the "Declaration"); and

WHEREAS, pursuant to Article VII, Section 5 of the Declaration, said Declaration may be amended during the first twenty-five (25) year period by an instrument signed by the Association with the approval of at least Seventy-Five Percent (75%) of the Members; and

WHEREAS, at a special meeting of the Members of the Association held on October 30, 2003, the following amendment to the Declaration was approved by a vote of eighty percent (80%) of the Owners present in person or by proxy at said meeting, which affirmative vote is sufficient to pass the Amendment as required by said Declaration;

NOW THEREFORE, Declarant and the Association hereby amend ARTICLE III, Section 13 and Section 24 of the Declaration as follows (all capitalized terms used herein have the same meanings as defined in the Declaration):

"Section 13. Fences, Walls, and Hedges. Fences, walls and hedges may be constructed or maintained only as permitted by and with the prior written approval of, the ACC, but in no event to shall exceed six (6) feet in height, except that Declarant may construct an eight foot (8') wall along any major roadways adjoining the Property. No fence shall be constructed closer to

the street which the house faces than ten feet (10') back from the forward facing corners of the house. Provided, however, if a Lot abuts a conservation area or body of water the maximum height along the sides starting from the rear corners of the house shall not be more than six (6) feet in height, and shall cascade down to a height of forty-eight (48) inches in height to the rear property line. The cascade effect may either (a) begin at six feet, drop to five feet, and then to four feet, or (b) begin at six feet and immediately drop to four feet. Notwithstanding the foregoing, the rear sixteen feet (16') of the side fence and the entire rear fence must be no higher than forty-eight inches (48") in height as to not block the view of a neighboring lot. All wood fences shall be of shadow box or board on board design only and made of either pressure treated cypress or pine wood. Wood fences may be traditional dog-eared or scalloped style, or White PVC materials fences shall be of a solid panel, picket, or a combination solid panel/lattice or solid panel/picket design. No fence, wall or hedge shall be constructed or maintained between a front street and front dwelling line or between a side street and side dwelling line. No chain link fence shall be placed on or permitted to remain on any Lot or any part thereof. Each fence which is built as part of the original construction of the improvements upon the Lot(s) or placed by the Declarant on the dividing lines between the Lots shall be treated in law as if it were a party wall; and no such fence shall be deemed to be an encroachment and the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The reasonable cost of repair and maintenance of a fence shall be shared equally by the Lot Owners whose property is contiguous to the fence. Additionally, the following rules with respect to fences, walls and hedges shall apply:"

"Section 24. Basketball Goals and Playground Equipment. Basketball goals and hoops may be located in front yards or in driveways provided such basketball goals and hoops meet the standards of the ACC and are approved pursuant to Article VI, Section 2, of this Declaration. Permanent basketball goals must have clear glass backboards and the design and placement thereof are subject to the approval of the ACC. All portable basketball goals shall be stored away when not in use. Playground equipment may be erected within a fenced in rear yard. No color of equipment other than brown or dark green may be visible from above the height of the fence from a neighboring Lot or street. All equipment must be maintained on a regular basis and must be approved in writing by the ACC prior to installation."

FURTHERMORE, in all other respects, the Declaration remains in full force and effect and is not amended or effected hereby.

IN WITNESS WHEREOF, the parties have caused this Second Supplement to Declaration to be duly executed the date stated above.

WITNESSES:



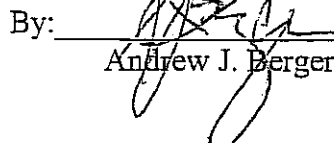
Print Name: Année Lewis



Print Name: MARY PROVOST

As to the Declarant

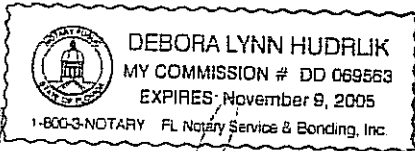
WESTFIELD HOMES OF FLORIDA, INC.,
A Florida Corporation

By: 
Andrew J. Berger, President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 12th day of November, 2003, by Andrew J. Berger, President of Westfield Homes of Florida, Inc., a Florida corporation on behalf of the corporation. He is personally known to me.

(AFFIX SEAL)



Aimee Lewis
Print Name: Aimee Lewis
Mary Provost
Print Name: Mary Provost
As to the Association

Notary Public: Debora Lynn Hudrlik
Print Name: DEBORA LYNN HUDRLIK
My Commission Expires: 11-9-05

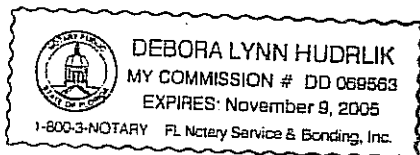
REFLECTIONS OF HILLSBOROUGH
ASSOCIATION, INC., a Florida corporation

By: [Signature]
David Pelletz, President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 12th day of November, 2003, by David Pelletz, President of Reflections of Hillsborough Association, Inc., a Florida corporation on behalf of the corporation. He is personally known to me.

(AFFIX SEAL)



Notary Public: Debora Lynn Hudrlik
Print Name: DEBORA LYNN HUDRLIK
My Commission Expires: 11-9-05

CODING: The full text to be amended is stated: New words to be inserted are double underlined. ~~Words to be deleted are lined through with hyphens.~~