

Prepared by and Return to:
Richard A. Schlosser, Esq.
Brickleyer Smolker & Bolves, P.A.
500 East Kennedy Blvd., Suite 200
Tampa, Florida 33602
File 14192

INSTR # 2002100088
OR BK 11517 PG 1175

RECORDED 03/25/2002 02:43 PM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK Y Roche

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BELLA VISTA

THIS DECLARATION, is made this 21st day of March, 2002, by
WESTFIELD HOMES OF FLORIDA, INC., a Florida corporation, hereinafter 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 Bella Vista (the "Property"); and

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, and any recorded amendments thereto, of the Association, which are
attached hereto as Exhibit "B" and incorporated herein by reference.

Section 2. "Association" shall mean and refer to Bella Vista Association,
Inc., a Florida non-profit corporation, its successors and assigns.

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

Section 4. "By-Laws" shall mean the By-Laws, and any amendments thereto.

of the Association, which are attached hereto as Exhibit "C" and are incorporated herein by reference.

Section 5. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners and those areas dedicated to Hillsborough County, Florida, which Declarant has elected to continue to maintain. The Common Areas shall initially include those areas so designated on the plat of Rawls Road Subdivision as Common Area or dedicated to the Association, being the following tracts of land shown on the plat:

Tracts "1" through "5", "7" through "15" and Tracts "A", "B", "C", "D", "E", "E-2" and "F".

Section 6. "Declarant" shall mean and refer to Westfield Homes of Florida, Inc. as the current owner of the Properties 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 7. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions of Bella Vista.

Section 8. "Surface Water Management Systems Facilities" shall include, but is not limited to, all inlets, ditches, swales, culverts, water control structures, retention and detention ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

Section 9. "Lot" shall mean and refer to any parcel of land shown upon any recorded subdivision map of the Properties 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 10. "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. There are initially 89 Lots within the Property, and therefore initially 89 voting interests among the Members.

Section 11. "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 12. "Plat" shall mean and refer to the recorded plat of Rawls Road Subdivision per map or plat thereof, recorded in Plat Book 92, Page 42-1 et seq. Public Records of Hillsborough County, Florida, and shall also mean a 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 13. "Properties" or "Property" shall mean and refer to that certain real property described in Exhibit "A" hereof, and such other additions thereto as may hereafter be brought within the jurisdiction of the Association by the recording of supplemental declarations.

ARTICLE II Property Rights

Section 1. Easements of Enjoyment. Each Owner shall have a nonexclusive right and easement of enjoyment in and to the 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 Common Area, the Lot has a non-exclusive easement over the Common Area for ingress and egress to such Lot and any conveyance or encumbrances of that portion of the Common Area shall be subject to such ingress and egress easement. Each Owner's right to enjoyment of the 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 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 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 Unit 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 Common Area.

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

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the 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 Common Area and any income producing activities that may be established or permitted to operate in the Common Area. The Association, in its sole discretion, shall determine all activities and programs to be carried on in the 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 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 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.

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 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 Landscape Area/Utility Easements and Landscaping Tracts along certain perimeter boundaries of the Properties. Use of these easements are restricted to the Owners of Lots that are encumbered by the Easements and to the Association for the sole purpose of maintenance of their 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. Any entry features including walls, signage, lighting, landscaping, irrigation, and other improvements 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 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 Properties or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in cotenancy.

Section 12. Drainage Easements. Those areas shown as "Drainage Easement" or "Conservation Area" 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.

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 Lots must have a minimum of a two-car garage. Carports are not allowed. All such improvements must be approved in writing by the ACC (hereafter defined) prior to commencement of construction.

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, porches, patios and lanais shall be not less than 1,400 square feet of air conditioned space.

Section 4. Minimum Lot Size. No dwelling shall be constructed on a Lot or plot having an area of less than 5,500 square feet. 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. The minimum setback lines hereinafter imposed are not intended to engender uniformity of setbacks; they are meant to avoid overcrowding and monotony. It is intended that setbacks may be staggered as appropriate so as to preserve important trees, and assure vistas of water and open areas. No dwelling or other structure shall be erected closer to the front Lot line than twenty (20) feet. No dwelling or other structure shall be erected closer than twenty (20) feet to the rear Lot line, or closer than five (5) feet to any side interior Lot line, except for a swimming pool. No dwelling or other structure situated on a corner lot shall be erected closer than twenty (20) feet to any street right-of-way. These setbacks may be decreased by up to 25% if approved by Hillsborough County and the ACC in accordance with adopted regulations.

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 Paragraphs 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 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.

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 Paragraph 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 Properties. 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. 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) Notwithstanding the foregoing, fences abutting conservation areas, water areas and drainage facilities shall not exceed forty-eight inches (48") in height starting from the rear corners of the house. 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 Paragraphs 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 unlicensed 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 reasonable 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, 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. Nor shall any vehicle be allowed to park on any street or right-of-way overnight.

(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 Properties, unless the same shall be stored entirely within and fully enclosed by a garage. No such vehicles may be operated within the Properties except for entering and leaving the Properties 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, other Residential Property or Common Property) 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 or dwelling unit 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 six (6) 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 six (6) 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 six (6) 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, it shall be painted in the same color or as close to the original same color unless an alternative color is approved by the ACC.

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

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; (i) join in any petition to the Board of County Commissioners requesting the formation of a street lighting district; (ii) grant any easement rights which may be required therefore, without payment of any compensation; (iii) pay any assessments imposed on their Lots by such street lighting district, and, (iv) 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. Permanent basketball goals must have clear glass backboard 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 it 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 many 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 Properties. All provisions of this Declaration in conflict with this Paragraph 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 of 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 paragraph 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 builder in the construction, development and sale of such other property and Lots which Declarant or builder may own. All provisions of this Declaration in conflict with this paragraph 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. Nothing herein shall prohibit an Owner from employing xeriscape or "Florida-friendly landscape" as defined in the Florida Statutes.

Section 29. Drainage Easements. The Plat reflects certain areas as "Drainage Easements". 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 Enclosure. 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 enclosures must be approved by the ACC and shall be constructed with white aluminum supports.

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, 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 or any other substance.

Section 33. Garages. The primary use of all garages in the Properties 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 facing a street or right-of-way 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, provided however, that at all times the structure shall have a 2 car garage door, and the front elevation of the structure may not be modified to eliminate such garage door. Notwithstanding the foregoing, the vehicle/ requirements of Section 19 of this Article shall apply.

Section 34. Lakes and Waterbodies. Lakes and waterbodies within the Properties are designed solely for management of storm water runoff and surface waters. As such, they are not designed for, nor are they intended to be used for aquatic activities. Therefore, use of ponds, lakes, and other waterbodies for boating, fishing, swimming or any other aquatic activity is prohibited.

Section 35. Window Treatments. In order to promote uniformity in the exterior presentation of residential structures within the Property, curtains, blinds, and other window treatments, when viewed from the exterior of the residence, shall be of a style, color and material that shall be the same or compatible with the outside color and style of the residence.

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.

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

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.

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) a capital contribution upon the acquisition of a Lot, which contribution may be used for operating expenses as needed.

(b) annual assessments or charges, which shall include assessments for the maintenance and operation of the 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

(c) 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

(d) other assessments as hereinafter provided for.

The annual, special 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 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 of Directors.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to (i) fund the operations of the Association as elsewhere provided in this Declaration, (ii) promote the health, safety and welfare of the residents in the Property, (iii) for the improvement, repair, replacement and maintenance of the Common Area including, but not limited to, payment for

operation and maintenance of improvements to the Common Area, the costs of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, and (iv) for such other purposes as are permissible activities of the Association and undertaken by it as set forth in this Declaration.

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

Section 4. 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 5. 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 of Directors of the Association 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 of Directors. The due date of any special assessment levied under Section 3 hereof shall be fixed in the resolution authorizing such assessment.

Section 6. Duties of the Board of Directors. The Board of Directors 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 of Directors, 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 7. Amount of Monthly Assessments. The initial annual assessment shall be established by the Board of Directors of the Association and shall commence with the conveyance of the first Lot to a Class A member and shall remain in effect until January 1 of the year immediately following the conveyance of the first Lot to Class A Members. Thereafter, the following provisions shall apply:

(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 (15%) Percent 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 Sixty Percent (60%), 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 of Directors of the Association 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 (b) above of this Section 7.

(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 Properties 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 Properties 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 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 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 (i) the assessments established by this Article are for the improvement and maintenance of any homestead thereon; and (ii) the Association's lien for such assessments has priority over any such homestead; and (iii) 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.

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 ACC shall be contacted through the Association's property manager, or if there is no property manager, through the President of the Association. However, 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 Association's Board of Directors.

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 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 or improvement shall be erected, constructed, placed 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 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 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.

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, 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 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. These covenants and restrictions may be enforced by the Declarant, the Architectural Control Committee, the Association or any Owner of property which is subject to these covenants and conditions. 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 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 nor the Association shall have any obligation to indemnify or reimburse either party to such action.

Section 4. Severability. Invalidation of any one of these covenants or restrictions 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 each class of the voting members, and thereafter with the approval of not less than two-thirds (2/3) of the voting members. If the Federal Housing Administration and/or the Veterans Administration insures or guarantees any mortgage loans on Lots within the Property, any such amendment shall have the prior approval and be contingent upon the approval of the Federal Housing Administration and/or Veterans Administration before being effective as to the Lots in the Property. Provided, however, that no such amendment shall adversely affect the rights and duties of the Declarant without its prior written consent thereto, nor shall any amendment affect the drainage provisions hereunder without the consent of the Southwest Florida Water Management District. Any such amendment 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 Southwest Florida Water Management District, or (b) to correct a scrivener's error herein.

Section 6. FNMA/FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration (FHA) or Veterans Administration (VA), if any such agency has insured or guaranteed any mortgage loan on a Lot in the Property:

(a) Mortgaging of Common Area;

(b) Dedication and conveyance of Common Area to any party other than the Association;

~~(c) Annexation of additional property other than the property~~

described in Exhibit A hereof;

(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. FHA or VA approval of any such documents or amendments executed by the Declarant shall be conclusive evidence that the amendment or other change was required by the FHA, or the VA pursuant to this provision.

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;

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 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 Common Area; or upon any other Lot, or in the event that any 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 of Covenants, Conditions and Restrictions 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.

Section 13. Additional Land. The Declarant reserves the right to annex the additional land to this Declaration and such additional lands shall be included and be subject to the terms, covenants, and conditions of this Declaration without the approval of Class A membership. Upon filing of a supplemental declaration, the Lot Owners of the annexed real property shall be members of the Association and shall enjoy all the rights and privileges thereto. No other additional real property may be annexed or added to the Property unless upon the prior approval of at least two-thirds (2/3) of all voting members.

Section 14. Mortgage or Conveyance of Common Area. The Common Area, or any part of the common area, cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Class A 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 at a meeting duly convened for such purpose, written notice of such meeting must be given to all members not less than fifteen 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 described in Article IV, Section 2, outstanding constitutes a quorum.

ARTICLE VIII

Operation, Maintenance and Monitoring of Surface Water Management System

Section 1. The Association shall maintain, as part of the common elements, drainage structures for the properties 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 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 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 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 IX of the Articles of Incorporation of the Association.

IN WITNESS WHEREOF, the Declarant has caused these presents to be duly executed in its corporate name, by its duly authorized officer, and its Corporate seal to be affixed hereto the day and year first above written.

WITNESSES:

WESTFIELD HOMES OF FLORIDA,
INC., a Florida corporation

Barbara C. Daly
Print Name: Barbara C. Daly

By: [Signature]
Print Name: Andrew J. Berger
President
Address: 5100 W. Lemon Street,
Suite 306
Tampa, Florida 33609

Debra K. Porter
Print Name: Debra K. Porter

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 21st day of March, 2002 by Andrew J. Berger President of Westfield Homes of Florida, Inc., a Florida corporation, on behalf of the company. He is personally known to me ~~or has produced~~ n/a ~~as identification.~~

[AFFIX SEAL]

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



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

CONSENT AND JOINDER OF MORTGAGEE

Bank of America, N.A. is the holder of that certain Mortgage Spreader Agreement and Notice of Advance recorded in O.R. Book 11175, Page 930 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

Yvonne Rizzotto
 Print Name: Yvonne Rizzotto

Deana Brodowski
 Print Name: Deana Brodowski

BANK OF AMERICA, N.A.

By: [Signature]
 Print Name: _____

Authorized Manager
 Address: DEAN W. KUNA
SENIOR VICE PRESIDENT

STATE OF FLORIDA
 COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 25th day of March, 2002, by Dean W. Kuna, as Sr. 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: Yvonne Rizzotto
 Print Name: Yvonne Rizzotto F/R/Yvonne Nielsen
 My Commission Expires: _____

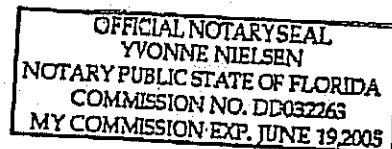


EXHIBIT "A"

Legal Description of lands originally subject to this Declaration:

All of Rawls Road Subdivision – Phase 1, according to map or plat thereof, recorded in Plat Book 92, Page 42-1 et seq. Public Records of Hillsborough County, Florida.

EXHIBIT "B"

ARTICLES OF INCORPORATION OF THE ASSOCIATION