

Return to:
Lennar Development
4902 Eisenhower Blvd., Suite 380
Tampa, FL 33634

This instrument prepared by and to be returned to:
Julius J. Zschau, Esq.
Pennington, Moore, Wilkinson, Bell & Dunbar, P.A.
2701 N. Rocky Point Drive, Suite 930
Tampa, Florida 33607
(813) 639-9599

INSTR # 2003444643
OBK 13220 PG 1382

Pgs 1382 - 1455: (74pgs)
RECORDED 10/17/2003 10:08:19 AM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK G Thompson

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COTTAGES AT MEADOWBROOKE

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

WITNESSETH:

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

WHEREAS, Declarant desires to create an exclusive residential community known as "Cottages at Meadowbrooke" on the **Exhibit "A"** land; and

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

WHEREAS, the property described on **Exhibit "A"** attached hereto, is subject to the Master Declaration of Covenants, Conditions and Restrictions for Summerfield as recorded in OR Book 4395, Page 1779 of the Public records of Hillsborough County, Florida; and

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

WHEREAS, the Declarant has incorporated under the laws of the State of Florida, as a not-for-profit corporation, **COTTAGES AT MEADOWBROOKE HOMEOWNERS ASSOCIATION, INC.**, for the purpose of exercising the functions

BEST IMAGES AVAILABLE

THIS IS NOT A

stated above, which association is not intended to be a Condominium Association as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes);

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

ARTICLE I - DEFINITIONS

Section 1. "Architectural Control Committee" or the "Committee" shall mean and refer to the person or persons designated from time to time to perform the duties of the Architectural Control Committee ("ACC") as set forth herein, and their successors and assigns.

Section 2. "Articles" shall mean the Articles of Incorporation of the COTTAGES AT MEADOWBROOKE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, attached hereto as **Exhibit "B"** and made a part hereof, including any and all amendments or modifications thereof.

Section 3. "Association" shall mean and refer to the COTTAGES AT MEADOWBROOKE HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns.

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

Section 5. "Builder" shall mean any person or entity that purchases a Parcel from Declarant for the purpose of constructing one or more Dwellings.

Section 6. "Bylaws" shall mean the Bylaws of the Association attached hereto as **Exhibit "C"** and made a part hereof, including any and all amendments or modifications thereof.

Section 7. "Common Area" shall mean all real property (including the improvements thereon) now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association at the time of conveyance of the first Lot is described on **Exhibit "D"** attached hereto and incorporated herein by reference.

THIS IS NOT A

Section 8. "Common Expense" shall mean and refer to any expense for which a general and uniform assessment may be made against the Owners and shall include, but in no way be limited to, the expenses of upkeep and maintenance of the Common Area, costs of irrigation facilities, costs of common utilities, certain boundary walls and entrance signs.

Section 9. "Declarant" shall mean and refer to U.S. HOME CORPORATION, a Delaware corporation, its successors and assigns. It shall not include any person or party who purchases a Lot from U.S. HOME CORPORATION, unless, however, such purchaser is specifically assigned as to such property by separate recorded instrument, some or all of the rights held by U.S. HOME CORPORATION as Declarant hereunder with regard thereto.

Section 10. "Declaration" shall mean and refer to this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COTTAGES AT MEADOWBROOKE and any amendments or modifications thereof hereafter made from time to time.

Section 11. "Dwelling" shall mean and refer to each and every single family residential unit constructed on any Lot.

Section 12. "FHA" shall mean and refer to the Federal Housing Administration.

Section 13. "First Mortgagee" shall mean and refer to an Institutional Lender who holds a first mortgage on a Lot and who has notified the Association of its holdings.

Section 14. "FNMA" shall mean and refer to the Federal National Mortgage Association.

Section 15. "GNMA" shall mean and refer to the Government National Mortgage Association.

Section 16. "HUD" shall mean and refer to the U.S. Department of Housing and Urban Development.

Section 17. "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Lot, commercial property, membership recreational facilities or a residential Dwelling, which owner and holder of said mortgage shall be any federally or state chartered bank, insurance company, HUD or VA or FHA approved mortgage lending institution, FNMA, GNMA, recognized pension fund investing in mortgages, and any federally or state chartered savings and loan association or savings bank.

THIS IS NOT A

Section 18. "Institutional Mortgage" shall mean and refer to any mortgage given or held by an Institutional Lender.

Section 19. "Lot" shall mean and refer to the least fractional part of the subdivided lands within any duly recorded plat of any subdivision which prior to or subsequently to such platting is made subject hereto and which has limited fixed boundaries and an assigned number, letter or other name through which it may be identified; provided, however, that "Lot" shall not mean any Common Area.

Section 20. "Master Association" shall mean and refer to SUMMERFIELD MASTER COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns .

Section 21. "Master Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Summerfield, together with any recorded amendments thereto, recorded in O.R. Book 4395, Page 1779, Public Records of Hillsborough County, Florida .

Section 22. "Master Plan" shall mean and refer to the Master Development Plan for Summerfield on file with the planning and zoning department of Hillsborough County, and as the same may be amended or modified from time to time.

Section 23. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include Declarant for so long as Declarant shall hold title to any Lot.

Section 24. "Parcel" shall mean and refer to any part of the Properties owned by Declarant which has not yet been, but is intended to be, platted as part of a residential subdivision.

Section 25. "Plat" shall mean and refer to the plat of Cottages of Meadowbrooke, which has been recorded in Plat Book 93 at pages 81-1 through 81-3, of the Public Records of Hillsborough County, Florida. This definition shall be deemed to automatically be amended to include the plat of each phase, as such phase is added to this Declaration.

Section 26. "Properties" shall mean and refer to that certain real property described on attached **Exhibit "A"**, and made subject to this Declaration.

Section 27. "VA" shall mean and refer to the Veterans Administration.

THIS IS NOT A

Section 28. 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 term "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 term "Common Area", "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 - PURPOSE

Section 1. Operation, Maintenance and Repair of Common Area. The Declarant, in order to insure that the Common Area and other land for which it is responsible hereunder will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to operate, maintain and repair the Common Area, and any improvements thereon, including, but not limited to any Surface Water Management System (hereinafter referred to as "**SWMS**"), lakes, retention areas, culverts and/or related appurtenances which may be located within the Properties; to maintain the decorative entranceways to the Properties; to maintain and repair the exterior surface of certain walls, fences, boundary walls, if any, bordering the Properties and bordering the streets within the Properties; to maintain and repair any irrigation facilities servicing land which the Association is obligated to maintain, or other areas designated by the Board of Directors, and take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and Bylaws, or this Declaration, including but not limited to maintenance of roofs of Dwellings, the exterior painting of Dwellings and the maintenance of gutters and downspouts of Dwellings.

Section 2. Expansion of Common Area. Additions to the Common Area may be made in accordance with the terms of Article XI of this Declaration. The Declarant shall not be obligated, however, to make any such additions. Any and all such additions to the Common Area by Declarant must be accepted by the Association and such acceptance shall be conclusively presumed by the recording of a deed in the Public Records of Hillsborough County, Florida, by or on behalf of Declarant for any such

THIS IS NOT A

Common Areas or the designation of such Common Areas on a plat duly recorded for any portion of the Properties. The Association shall be required, upon request of Declarant, to execute any documents necessary to evidence the acceptance of such Common Areas.

ARTICLE III - DEVELOPMENT PLAN

Section 1. General. In connection with the construction of residential Dwellings on Lots, Declarant may construct attached Dwellings within Lots subject to Article IX hereof. Notwithstanding the foregoing, nothing contained in this Declaration shall bind Declarant to continue or complete such development plan, once started, and Declarant neither commits to, nor warrants or represents to do so. Declarant may discontinue such development plan at any time without liability to any Owner or other party.

Section 2. Boundary Walls. The Declarant may construct a border wall along all or part of some or all of the publicly dedicated arterial and collector streets within the Properties or streets bounding its perimeter. Such walls (the "**Boundary Walls**") may be constructed either on dedicated rights of way, Common Areas or the Lots, or other land of Owners adjacent to such rights of way. Whether or not located on Common Areas, the Association shall maintain and repair at its expense such Boundary Walls, if any.

Section 3. Easement for Maintenance. The Declarant hereby reserves to itself and grants to the Association, its agents and contractors a non-exclusive perpetual easement as to all land adjacent to streets within the Properties or streets bounding the perimeter thereof to the extent reasonably necessary to discharge the duties of Boundary Wall maintenance under this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times upon reasonable notice whenever the circumstances permit. The Declarant also hereby reserves for itself and the Association, and its and their grantees, successors, legal representatives and assigns, an easement for ingress and egress to, over and across the Properties for the purpose of exercising its and their rights and obligations under this Declaration.

Section 4. Reciprocal Easements. There shall be reciprocal appurtenant easements between the lands adjacent to either side of a Boundary Wall for lateral and subjacent support, and for encroachments caused by the unwillful placement, settling and shifting of any such walls as constructed, repaired or reconstructed.

Section 5. Sprinkling System. Declarant reserves the right to install, operate and maintain irrigation and sprinkling equipment on any Common Area or within landscaped rights of way which the Association is obligated to maintain under this

THIS IS NOT A

Declaration. The Association shall be obligated to maintain, operate, replace and repair such irrigation and sprinkling equipment at its own expense and such shall be a Common Expense.

Declarant also reserves the right to install, operate and maintain irrigation and sprinkling equipment on, over, under, across and through any other area within the Properties including, but not limited to the grassed or landscaped areas of Lots. The Association shall be obligated to maintain, operate and repair such irrigation and sprinkling equipment at its own expense and such shall be a Common Expense. The Association shall have an easement on, over, under, across, and through the grassed and landscaped areas of all Lots for the purpose of maintenance and repair of the irrigation and sprinkling equipment.

Section 6. Lawn and Landscaping Maintenance. All lawn and landscaping maintenance in the Common Area and on all Lots in the Properties shall be the responsibility of the Association. Lawn maintenance shall include cutting, sprinkling, pest control, replanting and related maintenance. Such maintenance shall include the maintenance of landscaped areas and shrubbery located on Lots. The Association shall have an easement over each Lot in the Properties to accomplish the lawn and landscaping maintenance referred to herein. The expense of such lawn and landscaping maintenance shall be a Common Expense.

Section 7. Additional Land Added to Properties. In the event Declarant shall make additions to the Properties pursuant to Article XI, it may, but shall not be obligated to, continue a development plan similar to the scheme described above, or with such modifications thereto as Declarant in its sole discretion, may deem appropriate, all as set forth in the amendment or supplement to the Declaration. With regard to any additions as to which the development scheme is continued, the Association shall be responsible for the maintenance of any Boundary Walls as set forth above or, if modified, in any amendment or supplement to the Declaration as set forth therein.

ARTICLE IV - PROPERTY RIGHTS

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

(a) The right of the Association from time to time in accordance with its Bylaws to establish, modify, amend and rescind reasonable Rules and Regulations regarding use of the Common Area;

THIS IS NOT A

(b) The right of the Association to charge reasonable admission and other fees for use of any facilities situated upon the Common Area;

(c) The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any regular, special or annual assessment levied under this Declaration against his Lot remains unpaid for a period in excess of ninety (90) days, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility as provided by its Articles;

(e) The right of the Association to grant easements as to the Common Area or any part thereof as provided by its Articles; and

(f) The right of the Association to otherwise deal with the Common Area as provided by its Articles.

Section 2. Common Areas. The Common Areas shall be for the use and benefit of the Owners and authorized residents of the Properties, collectively, for any proper purpose. Any Owner may delegate, in accordance with the Bylaws, his right to enjoyment of the Common Areas to his tenants or contract purchasers who reside on the Properties, but shall not thereafter be permitted to use the Common Areas for so long as such right to enjoyment is delegated. The Common Areas shall be used by each Owner or authorized resident of a Dwelling in such a manner as shall not abridge the equal rights of other Owners and residents to the use and enjoyment thereof. Each Owner shall be liable to the Association for any and all damage to the Common Area and any personal property or improvements located thereon, caused by such Owner, his family, invitees, lessees, or contract purchasers, and the cost of repairing same shall be a lien against such Owner's Lot, as provided in Article XIV, Section 4.

Section 3. Reciprocal Easements for Party Walls. There shall be reciprocal appurtenant easements between each Lot and such portion or portions of the Common Area adjacent thereto, or between adjacent Lots, or both, for the maintenance, repair and reconstruction of any party wall or walls or any non-party walls; for lateral and subjacent support; for roofs and eaves and for maintenance, repairs and replacements thereof for encroachments caused by the placement, settling, and shifting of any such walls as constructed by Declarant or reconstructed in accordance with this Declaration; and for access to maintenance and repair of utility facilities serving more than one Lot. Without limiting the generality of the foregoing, in the event an electrical meter, electrical apparatus, CATV cable or other utilities apparatus is installed within a Lot and serves more than such Lot, the Owners of the other Lot(s) served thereby shall have an easement for access to inspection and repair of such apparatus, provided that such easement rights shall be exercised in a reasonable manner and the Owner of the

THIS IS NOT A

Lot encumbered by the easement shall be reimbursed for any significant physical damage to his Lot as a result of such exercise by the Owner(s) making use of such easement(s).

Further, without limiting the generality of the foregoing, it is intended that the easement for encroachments provided herein shall include the encroachment of any Dwelling, including without limitation roofs and eaves, upon an adjacent Lot, where the original placement of a party wall is intended to be but is not located on the boundary between two Lots, or where roofs and/or eaves are extended and extend over the adjacent Lot(s). As to any such encroachment, the easement granted hereunder shall survive damage or destruction of the Dwelling or part thereof causing the encroachment, so that such Dwelling may be reconstructed as originally constructed, regardless of the encroachment, and the Owner of the encroaching Dwelling shall have an easement upon the adjacent Lot(s) as reasonably necessary for reconstruction or repair of the encroaching Dwelling. To the extent not inconsistent with the terms of this Declaration, the applicable case law of the State of Florida shall apply to the foregoing easements. The extent of said easements for lateral and subjacent support and for overhangs shall be that reasonably necessary to effectuate the purposes thereof, and said easements of encroachment shall extend to a distance of not more than five (5) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. Notwithstanding the foregoing, in no event shall there be any easement for overhangs or encroachments if the same is caused by willful misconduct on the part of an Owner, tenant or the Association.

Section 4. Easements for Dwellings. Each Owner of a Lot shall have an easement of reasonable size and duration upon, over and across the Lots adjacent to it when any part of the Dwelling or appurtenant structure thereof (including, but not limited to, gabled ends) is constructed in such a manner so as to lie directly on or over the common side or rear lot lines between such Lots, such easement being for the purpose of maintenance, repair and reconstruction of the Dwelling or appurtenant structure originally constructed by Declarant and for rain water run-off as may be required. This easement shall apply only when necessary to accomplish the purposes set forth herein, and the Owner exercising such easement rights shall be liable for any damages to the adjacent Lot arising thereby. Each Lot on which such a Dwelling or appurtenant structure, as described above, has been constructed is hereby benefited and burdened by reciprocal appurtenant easements for maintenance, repair and reconstruction as described above; for lateral and subjacent support; and for encroachments between each Lot for the unwillful placement, settling or shifting of the improvements as originally constructed thereon, or reconstructed in accordance with this Declaration; provided, however, that in no event shall an easement for encroachment exist if such encroachment was caused by willful misconduct on the part of the Owner of any Lot. Notwithstanding anything in this Section to the contrary, in no event shall any easement extend to a distance of more than five (5) feet, as measured

THIS IS NOT A

from any point on the common boundary line between Lots along a line perpendicular to such boundary at such point.

Section 5. Easements for Utilities, Drainage and Sprinklers. Perpetual easements for the installation and maintenance of utilities and drainage facilities are hereby reserved to Declarant over all utility and drainage easement areas encumbered by recorded easements as of the date hereof (which easements shall include without limitation, the right of reasonable access over Lots to and from the easement areas). The Association shall have the right hereafter to convey such additional easements encumbering the Common Area as may be deemed necessary or desirable on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Further, an easement is hereby reserved over all portions of the Properties for electrical apparatus, CATV facilities, or other apparatus for any utilities, now or hereafter installed to serve any portion of the Properties; provided, however, no such apparatus or facilities shall be installed within a Lot or Dwelling so as to unreasonably interfere with the use thereof by the Owner, nor shall such facilities hinder the Association in the exercise of its right hereunder. The easement rights reserved pursuant to this paragraph shall not impose any obligation on Declarant to maintain any easement areas or install or maintain the utilities or improvements that may be located in, on or under such easements, or which may be served by them. Within such easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of, the easement areas or any utilities or drainage facilities, or which may change the direction, or obstruct or retard the flow, of water through drainage channels in such easement areas or which may reduce the size of any water retention areas constructed in such easement areas. The Owner of any Lot subject to an easement described herein shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes or other equipment or facilities placed on, in, over or under the Properties which is subject to such easement. Subject to the terms of this Declaration regarding maintenance of Common Areas, the easement areas of each Lot and all above-ground improvements in such easement areas shall be maintained continuously by and at the expense of the Owner of the Lot, except for those improvements for which a public authority, the Association or utility company is responsible. With regard to specific easements of record for drainage, Declarant shall have the right, but without obligation, to alter the drainage facilities therein, including slope control areas, provided any such alteration shall not materially adversely affect any Lot, unless the Owner of such Lot shall consent to such alteration.

The Common Area as provided in Article I is defined to include easements under each Lot for the benefit of each adjoining Lot Owner serviced by said easements, for all conduits, pipes, ducts, plumbing, wiring and all other facilities necessary for the furnishing of utility services to the Lots, which easements shall be maintained exclusively by the Association or by public utilities responsible for such maintenance. The Association and public utilities responsible for such maintenance are also hereby

THIS IS NOT A

granted access easements over, across and under each Lot for the purpose of maintenance and repair of any such conduits, pipes, duct, plumbing, wiring or other facilities necessary for the furnishing of utility services to the Lots.

Section 6. Prohibition of Certain Activities. No damage to, or waste of, the Common Area or any part thereof, shall be committed by any Owner or any tenant or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, or place or erect any improvement or structure of any kind on the Common Area without the prior written approval of the Board of Directors.

Section 7. Signs Prohibited. No sign of any kind shall be displayed in or on the Common Area without the prior written consent of the Board. This Section, however, shall not apply to the Declarant.

Section 8. Animals. No animals shall be permitted on or in the Common Area at any time except as may be provided in the Rules and Regulations of the Association.

Section 9. Rules and Regulations. No Owner or other permitted user shall violate the reasonable Rules and Regulations for the use of the Common Area, as the same are from time to time adopted by the Board.

Section 10. Title to Common Area. The Declarant shall convey title to any Common Area subject to such easements, reservations, conditions and restrictions as may then be of record, and subject to such easements, covenants or restrictions as granted or imposed by Declarant in connection with the development of the Properties or related activity.

Section 11. Easements Reserved in Common Area. The Declarant hereby reserves unto itself, its successors and assigns, whether or not expressed in the deed thereto, the right to grant easements over any of the Common Area for the installation, maintenance, replacement and repair of drainage, water, sewer, electric and other utility lines and facilities, provided such easements benefit land which is or will become part of the Properties. The Declarant shall further have the right, but without obligation, to install drainage, as well as water, sewer and other utility lines and facilities in, on, under and over the Common Area, provided such lines and facilities benefit land which is or will be within the Properties. The Association shall join in or separately execute any easements for the foregoing purposes which the Declarant shall direct or request from time to time.

Section 12. Declarant and Association Easement. In addition to the aforementioned easements, Declarant reserves for itself, the Association, the ACC, and

THIS IS NOT A

their grantees, successors, legal representatives and assigns, an easement for ingress and egress to, over and across each Lot and the right to enter upon each Lot for the purpose of exercising its rights and obligations under this Declaration. Entry into any Dwelling, absent emergency conditions, shall not be made without the consent of the Owner or occupant thereof for any purpose, except pursuant to a valid order of court. An Owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by this Declaration, provided such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

Section 13. Easement for Pedestrian Access. A non-exclusive easement is hereby reserved in favor of Declarant, the Association, and their successors and assigns, over and across a strip of land extending three (3) feet on each side of any and all Lot lines within the Properties which are not improved by a party wall or other improvements, and which lines lie between the exterior walls of any two buildings on the Properties, to be used for pedestrian ingress and egress to and from all portions of the Common Area. It is the intent of this paragraph that the right to use the six (6) foot easement over certain Lot lines, as described above, may be assigned on a non-exclusive basis by Declarant and/or the Association, without relinquishing the right of the assigning party to use the easement for the purposes herein stated. Without limiting the generality of the stated purpose of the easement herein described, it is intended that this easement be used to allow specified pedestrians to walk between buildings on the Properties in order to reach any portion of the Common Area.

Section 14. Association Easement. A non-exclusive easement is hereby established over all portions of the Common Areas, for ingress and egress to and from all portions of the Properties, and for maintenance of the Common Area and all Lots and Dwellings for the benefit of the Association, and the ACC and their respective contractors, agents and licensees, subject to the following:

(a) All provisions of this Declaration, any additional covenants and restrictions of record, any plat of all or any part or parts of the Properties, and the Articles of Incorporation and Bylaws of the Association.

(b) Rules and regulations adopted by the Association governing the use and enjoyment of the Common Area.

Section 15. Owners Easements. Owners of Lots shall have a non-exclusive easement over the Lots of other Owners for the purpose of delivery of bulky items and for the purpose of major improvements or repairs. In the event the user of such easement damages the Lots over which he traverses, such user shall be responsible for the repair of the damages. In the event the Dwellings constructed on adjacent Lots share a common sidewalk, both Owners of the adjacent Lots and their guests, tenants and invitees, shall have a non-exclusive easement for ingress and egress over all

THIS IS NOT A

sidewalks as constructed. In the event such common sidewalk shall require repair, replacement or maintenance, it shall be the obligation of the Association to repair, replace, or maintain such sidewalks, and such repair, replacement or maintenance shall be a Common Expense.

Section 16. Easement Over the Grassed Area. The Association its employees and contractors shall have an easement over landscaped and grassed portions of Lots for lawn and landscaping maintenance which maintenance shall include, without limitation, fertilizing, pruning, mowing, spraying of insecticide and resodding, if necessary, as well as any related functions. This easement shall extend to equipment of those maintaining lawns, landscape and grassed areas.

Section 17. Easements Reserved in Common Area for Use in Connection with Other Homeowner Associations. Declarant hereby reserves unto itself, its successors and assigns, the right to grant easements over any of the Common Area not occupied by a building or recreation amenity to be used for, by or in connection with any homeowners association development which may hereafter be erected on land now or hereafter owned by Declarant within the Properties, or as may become necessary in providing such developments with utility services, drainage or irrigation facilities. Neither this reservation of rights, nor anything else herein contained is intended to, nor shall it, constitute or be deemed to constitute a commitment, warranty or representation by Declarant to hereafter construct or develop such other homeowners association developments and Declarant hereby declares that it neither makes nor gives any such commitment, warranty or representation.

Section 18. Surface Water Management Systems, Lakes and Water Retention Ponds. The Master Association shall be responsible for maintenance of all SWMS, ditches, canals, lakes, and water retention ponds in the Properties. All SWMS within the Properties which are accepted by or constructed by the Master Association, excluding those areas (if any) normally maintained by Hillsborough County or another governmental agency, will be the ultimate responsibility of the Master Association, which may enter any portion of the Common Areas and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management. Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any storm management systems or conservation areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including the Association and/or Master Association.

(a) No structure of any kind (including docks) shall be constructed or erected in or on, nor shall an Owner other than Declarant or Master Association in any way change, alter, impede, revise or otherwise interfere with the flow or volume of water in any portion of any water management area, including, but not limited to, lakes, ponds, swales, drainage ways, or wet retention ponds or areas intended for the

THIS IS NOT A

accumulation of runoff waters, without the specific written permission of the Master Association.

CERTIFIED COPY

(b) No Owner, association or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by Declarant, the Association, Master Association, or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

(c) No Lot or Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the Association. No person other than the Declarant or the Master Association may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, swimming, fishing or wading in such areas allowed.

(d) Operation and maintenance of all SWMS and conservation areas, excluding those areas (if any) maintained by Hillsborough County or another governmental agency, will be the ultimate responsibility of the Master Association. The Master Association may enter any Lot or Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper SWMS. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING. Operation and maintenance and reinspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit.

(e) Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any SWMS or conservation areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including Southwest Florida Water Management District ("SWFWMD"), the Association and the Declarant, its successors and assigns.

(f) SWFWMD has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Master Association to compel it to correct any outstanding problems with the SWMS.

(g) If the Master Association ceases to exist, all of the Lot Owners shall be jointly and severally responsible for operation and maintenance of the SWMS in accordance with the requirements of the Environmental Resource Permit, unless an alternate entity assumes responsibility.

THIS IS NOT A

(h) The SWMS are located on land that is designated Common Area on the Plat, are located on land that is owned, or is to be owned, by the Association and/or the Master Association, or are located on land that is subject to an easement in favor of the Association and/or Master Association and its successors.

(i) No construction activities may be conducted relative to any portion of the SWMS. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item, constructing or altering any water control structure; or any other construction to modify the SWMS. If the project includes a wetland mitigation area, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from SWFWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by SWFWMD in the Environmental Resource Permit may be conducted without specific written approval from SWFWMD.

(j) If the project has on-site wetland mitigation which requires ongoing monitoring and maintenance, the Master Association shall allocate sufficient funds in its budget for a monitoring and maintenance of the wetland mitigation area(s) each year, until SWFWMD determines that the area(s) is successful in accordance with the Environmental Resource Permit.

LOTS MAY CONTAIN OR ABUT CONSERVATION AREAS WHICH ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING, WITHOUT LIMITATION, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, PRIMROSE WILLOW, AND GRAPE VINE. OWNERS ARE RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY SWFWMD, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE ASSOCIATION AND/OR THE MASTER ASSOCIATION.

Section 19. Proviso. Notwithstanding any other provision in this Declaration, no amendment of the governing documents by any person, and no termination or amendment of this Declaration, will be effective to change the Master Association's responsibilities for the SWMS or any conservation areas, unless the amendment has been consented to in writing by SWFWMD. Any proposed amendment which would affect the SWMS or any conservation areas must be submitted to SWFWMD for a determination of whether the amendment necessitates a modification of the surface water management permit.

THIS IS NOT A

ARTICLE V - MEMBERSHIP AND VOTING RIGHTS

Section 1. Voting Rights. Every Owner of a Lot, which is subject to assessment shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, Bylaws, Rules and Regulations, and this Declaration. The foregoing does not include persons or entities who hold a leasehold interest or an interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot. The Declarant shall be a member so long as it owns one or more Lots. voting members shall be Class A and Class B members.

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

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

(b) Class B. Declarant shall be the Class B member, and shall be entitled to three (3) votes for each Lot owned until such time as the Class B member is converted to Class A membership, at which time Declarant shall be entitled to one (1) vote per Lot owned.

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

- (i) When 75% of the Lots are conveyed to Owners, other than Declarant; or
- (ii) On December 31, 2015; or

THIS IS NOT A

CERTIFIED COPY

(iii) When the Declarant waives in writing its right to Class B membership.

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

ARTICLE VI - RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Responsibilities. The Association and/or the Master Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, and shall keep the same in good, clean and proper condition, order and repair. The Association and/or the Master Association shall also maintain and care for the land designated in Article II hereof, in the manner therein required. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Area, and performance of its other obligations hereunder, except for those matters which are the responsibility of the Master Association as identified herein.

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

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

Section 4. Insurance. The Association at all times shall procure and maintain adequate policies of public liability insurance, hazard insurance upon the Dwellings as

THIS IS NOT A

well as other insurance that it deems advisable or necessary and as further set forth in Article XIII herein. The Association additionally shall cause all persons responsible for collecting and disbursing Association moneys to be insured or bonded with adequate fidelity insurance or bonds.

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

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

Section 7. Suspension of Use Rights; Levy of Fines. The Association may suspend for a reasonable period of time the rights of an Owner or an Owner's tenants, guests, or invitees, or both, to use the Common Areas and facilities and may levy reasonable fines against any Owner or any tenant, guest or invitee for failure to comply with the provisions of this Declaration, the Articles, Bylaws or Rules and Regulations promulgated by the Association. A fine or suspension may be imposed only after giving such Owner, tenant, guest or invitee at least fourteen (14) days written notice and an opportunity for a hearing before a committee of at least three (3) members of the Association appointed by the Board of Directors who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee. The committee must approve a proposed fine or suspension by a majority vote. No suspension of the right to use the Common Area shall impair the right of an Owner or Owner's tenant to have vehicular ingress to and egress from such Owner's Lot, including, but not limited to, the right to park.

Section 8. Rules and Regulations. The Association from time to time may adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Lots and of the Common Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

Section 9. Services. The Board of Directors of the Association may obtain and pay for legal and accounting services necessary or desirable in connection with its operations of the land or the enforcement of this Declaration. The Association may arrange and contract with others to furnish common services to each Lot.

THIS IS NOT A

Section 10. Operation and Maintenance of Surface Water Management System. The Master Association shall be responsible for the operation and maintenance of the SWMS, including, but not limited to, lakes, retention areas, culverts and/or related appurtenances which may be located within the Common Areas of the Properties. Any amendment to this Declaration which would affect the SWMS must have the prior written approval of the Southwest Florida Water Management District ("SWFWMD").

ARTICLE VII - COVENANT FOR MAINTENANCE ASSESSMENTS

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Properties, and for the improvement and maintenance of the Common Area and the carrying out of the other responsibilities and obligations of the Association under this Declaration, the Articles and the Bylaws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of Properties, services and facilities related to the use and enjoyment of the Common Area, including the costs of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes and assessments made or levied against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the maintenance, landscaping and beautification of the Common Area and such public lands as may be designated by the Declarant or the Association; the maintenance, repair and replacement of Boundary Walls and/or party walls as required or permitted to be maintained by the Association; the employment of security personnel to provide services which are not readily available from any governmental authority; and such other needs as may arise.

Section 3. Maximum Annual Assessment for Common Expenses.

THIS IS NOT A

CERTIFIED COPY
(a) Initial Assessment. Until January 1 of the year immediately following the conveyance by the Declarant of the first Lot to an Owner, the maximum annual Common Expenses Assessment per Lot shall be the sum of Two Thousand and no/100 Dollars (\$2,000.00). Such assessment will be collected by the Association on a monthly basis from the Owner.

Additionally, there shall be a Capital Contribution Fee of not more than three (3) months of the current monthly Assessment (the "**Capital Contribution Fee**") which shall be paid by each Owner at the time of closing and transfer of title on their Lot, and such payment shall be paid to the Association. The Capital Contribution Fee may be used by the Association to reduce the deficit that might otherwise be funded by the Declarant or for any other purposes deemed appropriate by the Declarant and the Association. In the event there are deficiencies in the Common Areas, the Association shall use the Capital Contribution Fee to remedy such deficiencies before making any claim against the Declarant. Moreover, the total amount of such funds together with interest earned therein, if any, shall be set-off against any amounts payable by the Declarant to the Association. Except as set forth above, the Capital Contribution Fee is not to be considered an advance of payment of any general or special assessments and may be used by the Association for any purpose whatsoever.

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

(c) Special Increases. From and after January 1 of the year immediately following the conveyance by the Declarant of the first Lot to an Owner, the maximum annual Assessment for Common Expenses may be increased above the increase permitted by subsection 3(b) above by a vote of two-thirds (2/3) of all members of each class of members entitled to vote present at the meeting either in person or by proxy at a meeting duly called for this purpose. For the purposes of this Section, a quorum for the meeting shall not be less than thirty percent (30%) of each class of voting members.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any Assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a

THIS IS NOT A

capital improvement, including fixtures and personal property related thereto, provided that any such Assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. For the purposes of this Section a quorum for the meeting shall not be less than thirty percent (30%) of each class of voting members.

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

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

THIS IS NOT A

commencing with, the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession as the case may be.

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

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments for Common Expenses shall commence as to all Lots subject hereto upon the conveyance of the first Lot from the Declarant to its purchaser. The Board of Directors shall fix the amount of the annual assessment for Common Expenses against each Lot not later than December 1 of each calendar year for the following calendar year. Written notice of the annual assessment for Common Expenses shall be sent to every Owner subject hereto. Unless otherwise established by the Board of Directors, annual assessments for Common Expenses shall be collected on a quarterly basis or as otherwise determined by the Board of Directors from time to time. The due date for special assessments shall be as established by the Board of Directors.

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

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

Section 11. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the

THIS IS NOT A

right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof. In lieu of foreclosing its lien, the Association, at its election, shall have the right to collect amounts due it by suit for collection brought against the Owner personally obligated for payment.

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

Section 13. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any First Mortgage which is given to or held by an Institutional Lender, or which is guaranteed or insured by the FHA, VA, FNMA or GNMA. The sale or transfer of any Lot pursuant to foreclosure of such a First Mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any such First Mortgagee of a Lot any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall give such First Mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided, however, that such First Mortgagee first shall have furnished to the Association written notice of the existence of its mortgage, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this Section are to be given. Any such First Mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Article VII. Mortgagees are not required to collect assessments.

Section 14. Special Assessment for Maintenance Obligations of Owners. In the event an Owner obligated to maintain, replace or repair a Boundary Wall, or portion thereof, pursuant to this Declaration hereof shall fail to do so, or should an Owner fail to perform any maintenance, repair or replacement required under the terms of this Declaration, the Association, upon five (5) days prior written notice sent certified or registered mail, return receipt requested, or hand delivered, may have such work performed, and the cost thereof shall be specially assessed against such Lot, which assessment shall be secured by the lien set forth in Section 9 of this Article VII.

Section 15. Certificate of Amounts Due. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association

THIS IS NOT A

setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

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

Section 17. Visual Security. Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of a visual security service channel to the community and all Dwellings included therein. If such agreement is established, the fees for the visual security service channel payable to the service provider shall be a Common Expense payable by the Association and shall be included within the annual budget for which the assessments are levied each year. No Owner may avoid or escape liability for any portion of the assessments by election not to utilize the visual security service channel.

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

ARTICLE VIII - HUD AND VA APPROVAL

Section 1. General Plan of Development. The Declarant has on file at its business office, presently located at 4902 Eisenhower Blvd., Suite 380, Tampa, FL 33634, a copy of the general plan of development (the "General Plan") for the land which is subject to this Declaration, showing a general indication of the size and location of developments; the approximate size and location of Common Area, if any; and the general nature of any proposed Common Area facilities and improvements, if any. Such General Plan shall not bind the Declarant to make any such Common Areas or adhere to the General Plan. Such General Plan may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued. As used herein, the term

THIS IS NOT A

"General Plan" shall mean such general plan of development together with any amendments or modifications thereof hereafter made.

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

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

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

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

ARTICLE IX - USE RESTRICTIONS

Section 1. Residential Use. All of the Properties shall be known and described as residential property and no more than one single-family Dwelling may be constructed on any Lot, subject to unintentional encroachments as described in Article IV, Section 3. No Dwelling may be divided into more than one residential Dwelling and no more than one family shall reside within any Dwelling.

Section 2. Easements.

(a) Perpetual easements for the installation and maintenance of utilities and drainage areas are hereby reserved to Declarant, Association and Hillsborough County in and to all utility easement and drainage easement areas shown on the Plat (which easements shall include, without limitation, the right of reasonable access over Lots to and from the easements areas), and Declarant, Association and Hillsborough County each shall have the right to convey such easements on an

THIS IS NOT A

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

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

(c) Association and Owners hereby consent to an easement for utilities, including but not limited to telephone, gas, water and electricity, sanitary sewer service, and irrigation and drainage in favor of all lands which abut the Properties, their present Owners and their successors and assigns. The easement set forth in this paragraph shall include the right to "tie in", join and attach to the existing utilities, sanitary sewer service, irrigation and drainage in the Properties so as to provide access to these services to said abutting lands directly from the Properties.

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

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

THIS IS NOT A

Section 3. Use of Accessory Structures. Other than the Dwelling and attached garage, no tent, shack, barn, utility shed or building shall, at any time, be erected and used on any Lot temporarily or permanently, whether as a residence or for any other purpose; provided, however, temporary buildings, mobile homes, or field construction offices may be used by Declarant and its agents in connection with construction work. No recreation or recreational vehicle may be used as a residence or for any other purpose on any of the Lots in the Properties.

Section 4. Commercial Uses and Nuisances. No trade, business, profession or other type of commercial activity shall be carried on upon any Lot, except as hereinafter provided for by Declarant and except that real estate brokers, Owners and their agents may show Dwellings for sale or lease; nor shall anything be done on any Lot which may become a nuisance, or an unreasonable annoyance to the neighborhood. Every person, firm or corporation purchasing a Lot recognizes that Declarant, its agents or designated assigns, have the right to (i) use Lots or Dwellings erected thereon for sales offices, field construction offices, storage facilities, general business offices, and (ii) maintain fluorescent lighted or spotlight furnished model homes in the Properties open to the public for inspection seven (7) days per week for such hours as are deemed necessary. Declarant's rights under the preceding sentence shall terminate on December 31, 2015, unless prior thereto Declarant has indicated its intention to abandon such rights by recording a written instrument among the Public Records of Hillsborough County, Florida. It is the express intentions of this Section that the rights granted Declarant to maintain sales offices, general business offices and model homes shall not be restricted or limited to Declarant's sales activity relating to the Properties, but shall benefit Declarant in the construction, development and sale of such other property and Lots which Declarant may own.

Section 5. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that cats, dogs, and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes; provided, further, that no person owning or in custody of a dog or cat shall allow the dog or cat to stray or go upon another Lot without the consent of the Owner of such Lot. No more than a total of two (2) animals under thirty-five (35) pounds may be kept on any Lot; provided, however, the weight limitations of this sentence shall not apply to any pet owned by an Owner prior to the purchase of the Lot; provided, further, the Association may require the Owner to provide evidence of such pet's ownership dating prior to the purchase of the Lot. If, at any time after purchase of a Lot, any pet excepted from the weight limitations of this provision expires or ceases to occupy such residence, then such exception shall no longer be available to the Owner of such Lot. Each dog or cat must be on a leash and in full physical control by the Owner or Owner's family member at all times when the dog or cat is outside of the Owner's Dwelling. No pets shall be permitted to place or have excretions on any portion of the Property other than the Lot of the owner of the pet unless the owner of the pet physically removes any such excretions from that portion of the Property.

THIS IS NOT A

Notwithstanding anything herein to the contrary, if any dog or cat permitted to be kept by an Owner shall become a nuisance to other Owners and such nuisance is not corrected after written notice to the Owner, the Board of Directors of the Association shall have the right to require the Owner to remove such animal permanently from the Properties. The Association may, but is not obligated to, require pets to be registered with the Association.

Section 6. INTENTIONALLY OMITTED

Section 7. Vehicles. The parking or storage of automobiles except within the attached garage and upon designated paved areas of the Properties is prohibited. All vehicles must be kept in operable condition and have a valid registration. The overnight parking of vehicles of any kind is prohibited on the Common Area, except in areas designated as parking areas by the Association. However that the overnight parking of any of the following vehicles is prohibited upon any areas of the Properties unless located within the garage with the door closed: trucks or vans used for commercial purposes, mobile homes, trailers, boats, jet skies, campers, all terrain vehicles, recreational vehicles, boat trailers, truck campers and any trucks or vans weighing more than 3/4 ton. However, truck campers, trucks and vans weighing more than 3/4 tons and not carrying ladders or other protruding objects and not containing material used in a trade or business and not having any lettering on the body of the vehicle will be permitted. The provisions hereof shall not apply to Declarant, and its invitees, in connection with the construction, development or marketing of the Properties or marketing of the Lots.

Section 8. Rubbish. No Lot shall be used for the storage of rubbish. Trash, garbage or other waste shall not be kept upon a Lot except in sanitary containers properly concealed from public view.

Section 9. Clothes Hanging and Drying. All outdoor clothes hanging and drying activities shall be done in a manner so as not to be visible from any front street or side street or any adjacent or abutting property and are hereby restricted to the areas between the rear Dwelling line and the rear yard line and, in the cases of Lots bordering a side street, to that portion of the aforescribed area which is not between the side street and the side Dwelling line.

Section 10. Antennas and Roof Structures. No television, radio, or other electronic towers, aerials, antennas, satellite dishes or devises of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except that this prohibition shall not apply to those antennas specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt

THIS IS NOT A

rules governing the types of antennas that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennas.

To the extent that reception of an acceptable signal would not be impaired, an antenna permissible pursuant to rules of the Association may only be installed in a side or rear yard location, not visible from the street or neighboring property, and integrated with the Dwelling and surrounding landscape. Antennas shall be installed in compliance with all state and local laws and regulations, including zoning, land use, and building regulations. In no event shall the Association be responsible for any damages, costs, special assessments, fines, repairs, removal or any other fees caused by the installation, removal or repair of any antennas or other devices as herein stated.

Section 11. INTENTIONALLY OMITTED

Section 12. Lot Upkeep. After acquiring title from Declarant, all Owners of Lots shall, as a minimum, keep the Lot free and clear of debris.

Section 13. Storage. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Lots and Dwellings within Cottages at Meadowbrooke is permitted. No firearms or fireworks shall be discharged within Cottages at Meadowbrooke. Nothing shall be done or kept within the Common Areas, or any other portion of Cottages at Meadowbrooke, including a structure which will increase the rate of insurance to be paid by the Association.

Section 14. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 15. Alteration to Walls Prohibited. Unless granted permission in writing by either Declarant or the ACC, no Lot Owner shall be permitted to alter, add to, attach or affix any object or thing to any party wall or Boundary Wall located upon or bordering his Lot, and only those items added, affixed or attached by Declarant, if any, shall be permitted.

Section 16. Drapes and Window Treatments. No newspaper, aluminum foil, reflective film, nor any other material shall be placed over the windows of any Dwelling. All drapes or curtains, and interior shutters or blinds shall show a white, off-white or natural wood color to the outdoor side of such drapes, curtains, shutters or blinds.

Section 17. Signs. No sign, billboard or advertising of any kind shall be displayed to public view on any of the Properties without the prior written approval of the ACC. Any such request submitted to the ACC shall be made in writing,

THIS IS NOT A

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

Section 18. Obstructions. No obstructions such as gates, fences, or hedges shall be placed on any Lot so as to prevent access to or use of any of the easements described in this Declaration, except as installed by Declarant. Following completion of construction of any Dwelling, no wall shall be constructed on any Lot, except for replacement walls. In order to preserve the uniform appearance and aesthetics of the community and to facilitate maintenance of the lawn areas, fences are prohibited, except as herein provided and except as initially installed by Declarant.

Section 19. Landscaping. No Owner shall cause or allow any alteration of the landscaping originally installed within his Lot without the prior written consent of the ACC. Any shrubs or plantings permitted to be installed on a Lot under this Section shall be maintained by the Owner.

Section 20. Failure to Maintain. If the Owner shall fail to undertake any maintenance, repair, upkeep, replacement or other performance regarding his Lot as required by this Declaration, including but not limited to, the requirements of Sections 10 or 12 of this Article, or as required by Section 2 or 3 of Article XII, either Declarant or the Association, after giving such Owner at least five (5) days' written notice, shall be authorized, but shall not be obligated, to undertake such work at the Owner's expense. Entry upon an Owner's Lot for such purpose shall not constitute a trespass. If such work is undertaken by the Association, the charge therefor shall be specially assessed against the Lot and secured by a lien thereon as provided by Section 14 of Article VII. The specific rights granted by this Section are in addition to, and not exclusive of, those rights or remedies which may otherwise be available to the Association, or other parties.

Section 21. Leasing. An Owner shall have the right to lease or rent his Lot and Dwelling, subject to the prior approval of the Association and as provided herein.

THIS IS NOT A

Only the entire Dwelling may be leased, and only the lessee, and his family, servants, and guests may occupy the Dwelling under authority of any lease. No Dwelling shall be occupied by more than two (2) persons for each bedroom in the Dwelling. No lease shall have a term of less than one (1) year and no Dwelling shall be leased more two (2) times within any one (1) year period.

Such lease shall provide an undertaking on the part of the lessee to be familiar with and abide by this Declaration and any Rules and Regulations concerning the use of the Properties. The Association shall be provided with a copy of each lease made as to any Dwelling, prior to occupancy of such Dwelling by the tenant.

Owners leasing their Dwellings shall be fully responsible for any damage to the Common Area caused by the lessee and for such lessees' compliance with the terms of this Declaration and all rules and regulations promulgated by the Association. Any and all legal fees and expenses, including those incurred upon appeal, incurred by the Association in the enforcement of this restriction on leasing shall be paid by the Owner against whom these restrictions are enforced.

Section 22. Amendments and Modifications by Declarant. Notwithstanding any provisions of this Declaration to the contrary, Declarant, its successors and designated assigns, reserves the right and authority, subject to FHAVA approval (which approval need not be evidenced in the public record), so long as Declarant owns a Lot within the Properties, to amend, modify or grant exceptions or variances from any of the Use Restrictions set forth in this Article IX without notice to or approval by other Lot Owners, provided that such amendments, modifications, exceptions or variances shall be substantially consistent with the general uniform plan of residential development. All amendments, modifications, exceptions or variances increasing or reducing the minimum square foot area of Dwellings, pertaining to fence size, location or composition, or pertaining to the location of structures on a Lot shall be conclusively deemed to be within the authority and right of Declarant under this Section.

ARTICLE X - ARCHITECTURAL CONTROL

Section 1. Members of Committee. The ACC shall consist of three (3) members. The initial members of the ACC shall consist of persons designated by the Declarant from time to time. Each of said persons shall hold office until all Lots planned for the Properties have been conveyed, or sooner at the option of the Declarant. Thereafter, each new member of the ACC shall be appointed by the Board of Directors and shall hold office until such time as such person has resigned or has been removed or a successor has been appointed, as provided herein. Members of the ACC may be removed at any time without cause. The Board of Directors shall have the right to appoint and remove all members of the ACC.

THIS IS NOT A

Section 2. Purpose and Function of Architectural Control Committee. The purpose and function of the ACC shall be to (a) create, establish, develop, foster, maintain, preserve and protect within Cottages at Meadowbrook, a unique, pleasant, attractive and harmonious physical environment grounded in and based upon a uniform plan of development and construction with consistent architectural and landscape standards, and (b) review, approve and control the design of any and all buildings, structures, signs and other improvements of any kind, nature or description, including landscaping, to be constructed or installed upon all Properties and all Common Area within Summerfield. Neither the Declarant nor the ACC, or any of its members, shall have any liability or obligation to any person or party whomsoever or whatsoever to check every detail of any plans and specifications or other materials submitted to and approved by it or to inspect any Improvements constructed upon Properties or Common Area to assure compliance with any plans and specifications approved by it or to assure compliance with the provisions of the Design Review Manual for Summerfield or this Declaration.

Section 3. All Improvements Subject to Approval. No buildings, structures, walls, fences, pools, patios, paving, driveways, sidewalks, signs, landscaping, planting, irrigation, landscape device or object, or other improvements of any kind, nature or description, whether purely decorative, functional or otherwise, shall be commenced, constructed, erected, made, placed, installed or maintained upon any of the Properties or Common Area, nor shall any change or addition to or alteration or remodeling of the exterior of any previously approved buildings, structures, or other improvements of any kind, including, without limitation, the painting of the same (other than painting, with the same color and type of paint which previously existed) shall be made or undertaken upon any Properties or Common area except in compliance and conformance with and pursuant to plans and specifications therefore which shall first have been submitted to and reviewed and approved in writing by the ACC.

Section 4. Standards for Review and Approval. Any such review by and approval or disapproval of the ACC shall take into account the objects and purposes of this Declaration and the purposes and function of the ACC. Such review by and approval of the ACC shall also take into account and include the type, kind, nature, design, style, shape, size, height, width, length, scale, color, quality, quantity, texture and materials of the proposed building, structure or other improvement under review, both in its entirety and as to its individual or component parts, in relation to its compatibility and harmony with other, contiguous, adjacent and nearby structures and other improvements and in relation to the topography and other physical characteristics of its proposed location and in relation to the character of the Summerfield community in general. The ACC shall have the right to refuse to give its approval to the design, placement, construction, erection or installation of any Improvement on Properties or Common Area which it, in its sole and absolute discretion, deems to be unsuitable, unacceptable or inappropriate for Cottages at Meadowbrooke.

THIS IS NOT A

Section 5. Design Standards and Design Review Manual for Cottages at Meadowbrooke. The ACC shall develop, adopt, promulgate, publish and make available to all Owners and others who may be interested, either directly or through the Association, at a reasonable charge, and may from time to time change, modify and amend, a manual or manuals setting forth detailed architectural and landscape design standards, specifications and criteria to be used by the ACC as a guide or standard for determining compliance with this Declaration and the acceptability of those components of development, construction and improvement of any Properties or Common Area requiring review and approval by the ACC. Until the Declarant's delegation of the architectural and landscape review and control functions to the Association, any such Design Review Manual must be approved by the Declarant in writing prior to its adoption and promulgation. Any such single Design Review Manual or separate Architectural Design Standards Manual and separate Landscape Design Standards Manual may include a detailed interpretation or explanation of acceptable standards, specifications and criteria for a number of typical design elements, including, without limitation, site planning, architectural design, building materials, building construction, landscaping, irrigation, and such other design elements as the ACC shall, in its discretion, determine. Such Design Review Manual shall be used by the ACC and other affected persons only as a guide and shall not be binding upon the ACC in connection with the exercise of its review and approval functions and ultimate approval or refusal to approve plans and specifications submitted to it pursuant to this Declaration.

Section 6. Procedure for Design Review. The ACC shall develop, adopt, promulgate, publish and make available to all Owners, their architects and contractors and others who may be interested, either directly or through the Association, at a reasonable charge, and either included within or separate and apart from the Design Review Manual, reasonable and practical rules and regulations governing the submission of plans and specifications to the ACC for its review and approval. Unless such rules and regulations are complied with in connection with the submission of plans and specifications requiring review and approval by the ACC, plans and specifications shall not be deemed to have been submitted to the ACC. Additionally, the ACC shall be entitled, in its discretion, to establish, determine, charge and assess a reasonable fee in connection with and for its review, consideration and approval of plans and specifications pursuant to this Article, taking into consideration actual costs and expenses incurred during the review process, including the fees of professional consultants, if any, to and members of the ACC, as well as taking into account the costs and expenses associated with the development, formulation and publication of any Design Review Manual adopted by the ACC pursuant to this Declaration. The initial Design Review Fee shall be Fifty Dollars (\$50.00). However, such Design Review Fee may be increased or decreased by the ACC from time to time.

Section 7. Time Limitation on Review. The ACC shall either approve or disapprove any plans, specifications or other materials submitted to it within thirty (30)

THIS IS NOT A

days after the same have been duly submitted in accordance with any rules and regulations regarding such submission as shall have been adopted by the ACC. The failure of the ACC to either approve or disapprove the same within such thirty (30) day period shall be deemed to be and constitute an approval of such plans, specifications and other materials; subject, however, at all times to the covenants, conditions, restrictions and other requirements contained in this Declaration and also subject to the provisions of the Design Review Manual.

Section 8. Appeals. In the event of a disapproval (even if the members of the Board and the ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner's request therefore. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed approved. The decision of the ACC, or if appealed, the Board, shall be final and binding upon the Owner, the applicant (if not the same), its heirs, legal representatives, successors and assigns.

Section 9. Duration of Approval. Any approval of plans, specifications and other materials, whether by the ACC or by the Declarant or the Board of Directors of the Association following appeal, shall be effective for a period of one (1) year from the effective date of such approval. If construction or installation of the building, structure or other improvement for which plans, specifications and other materials have been approved, has not commenced within said one (1) year period, such approval shall expire, and no construction shall thereafter commence without a resubmission and approval of the plans, specifications and other materials previously approved. The prior approval shall not be binding upon the ACC on resubmission in any respect.

Section 10. Inspection of Construction. Any member of the ACC or any officer, director, employee or agent of the Declarant or Association may, but shall not be obligated to, at any reasonable time, enter upon, without being deemed guilty of trespass, any Properties or Common Area and any building, structure or other improvement located thereon, in order to inspect any building, structure or other improvement constructed, erected or installed or then being constructed, erected or installed thereon in order to ascertain and determine whether or not any such building, structure or other improvement has been or is being constructed, erected, made, placed or installed in compliance with this Declaration and the plans, specifications and other materials approved by the ACC.

Section 11. Evidence of Compliance. Upon a request therefore from, and at the expense of, any Owner upon whose Lot the construction, erection, placement or

THIS IS NOT A

installation of any building, structure or other improvement has been completed or is in the process, the ACC shall cause an inspection of such Lot and the improvements then located thereon to be undertaken within thirty (30) days, and if such inspection reveals that the buildings, structures or other improvements located on such Lot are in compliance with plans, specifications and other materials approved by the ACC, the ACC shall direct the Association through its President, Secretary or other officer of the Association thereunto duly authorized, upon the payment by the requesting Owner of a reasonable fee approximating the actual costs associated with such inspection and the preparation of such notice, to provide to such Owner a written statement of such compliance in recordable form. Such written statement of compliance shall be conclusive evidence of compliance of the inspected Improvements with the provisions of this Article as of the date of such inspection.

Section 12. Interior Alterations Exempt. Nothing contained in this Article shall be construed so as to require the submission to or approval of the ACC of any plans, specifications or other materials for the reconstruction or alteration of the interior of any building, structure or other improvement constructed on Properties or Common Area after having been previously approved by the ACC, unless any proposed interior construction or alteration will have the effect of changing or altering the exterior appearance of such building, structure or other improvement.

Section 13. Declarant Exempt. The Declarant shall be exempt from compliance with the provisions of this Article.

Section 14. Exculpation for Approval or Disapproval of Plans. The Declarant, any and all members of the ACC and any and all officers, directors, employees, agents and members of the Association, shall not, either jointly or severally, be liable or accountable in damages or otherwise to any Owner or other person or party whomsoever or whatsoever by reason or on account of any decision, approval or disapproval of any plans, specifications or other materials required to be submitted for review and approval pursuant to the provisions of this Article, or for any mistake in judgment, negligence, misfeasance or nonfeasance related to or in connection with any such decision, approval or disapproval. Each person who shall submit plans, specifications or other materials to the ACC for consent or approval pursuant to the provisions of this Article, by the submission thereof, and each Owner by acquiring title to any Lot or any interest therein, shall be deemed to have agreed that he or it shall not be entitled to and shall not bring any action, proceeding or suit against the Declarant, the ACC, the Association nor any individual member, officer, director, employee or agent of any of them for the purpose of recovering any such damages or other relief on account of any such decision, approval or disapproval. Additionally, plans, specifications and other materials submitted to and approved by the ACC, or by Declarant or Board of Directors of the Association on appeal, shall be reviewed and approved only as to their compliance with the provisions of this Declaration and their acceptability of design, style, materials, appearance and location in light of the

THIS IS NOT A

standards for review and approval specified in this Declaration and the Design Review Manual, and shall not be reviewed or approved for their compliance with any applicable Governmental Regulations, including, without limitation, any applicable building or zoning laws, ordinances, rules or regulations. By the approval of any such plans, specifications or materials, neither the Declarant, the ACC, the Association, nor any individual member, officer, director, employee or agent of any of them, shall assume or incur any liability or responsibility whatsoever for any violation of Governmental Regulations or any defect in the design or construction of any building, structure or other Improvement, constructed, erected, placed or installed pursuant to or in accordance with any such plans, specifications or other materials approved pursuant to this Article.

ARTICLE XI - GENERAL PLAN OF DECLARANT

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

Section 2. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded in the Public Records of Hillsborough County, Florida, after which time the covenants, conditions and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be terminated during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners and recorded in the Public Records of Hillsborough County, Florida. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change. This Section may not be amended.

THIS IS NOT A

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

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

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

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

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

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

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

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

THIS IS NOT A

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

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

Section 8 Assignments. Declarant shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant by any part or paragraph of this Declaration or under the provisions of the plat. If at any time hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant under the provisions hereof, the same shall be vested in and exercised by a committee to be elected or appointed by the Owners of a majority of Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid.

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

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

THIS IS NOT A

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

Section 12. Annexation.

(a) Additions to Properties and General Plan

(1) Additions to the Properties. Additional land, which is described on **Exhibit "E"** attached hereto and incorporated herein by reference, may be brought within the jurisdiction and control of the Association in the manner specified in this Section 12 and made subject to all the terms of this Declaration as if part of the Properties initially included within the terms hereof, provided such is done within twelve (12) years from the date this instrument is recorded and provided further that if FHA or VA approval is sought and obtained by Declarant. Notwithstanding the foregoing, however, under no circumstances shall the Declarant be required to make such additions, and until such time as such additions are made to the Properties in the manner hereinafter set forth, no other real property owned by the Declarant or any other person or party whomsoever, other than the Properties, shall in any way be affected by or become subject to the Declaration. Any land which is added to the Properties as provided in this Article shall be developed only for use as designated on the General Plan, subject to Declarant's rights to modify, unless FHA or VA approval has been sought by Declarant and subsequent to that approval being obtained the VA or FHA shall approve or consent to an alternate land use. All additional land which pursuant to this Article is brought within the jurisdiction and control of the Association and made subject to the Declaration shall thereupon and thereafter be included within the term "Properties" as used in this Declaration.

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

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

THIS IS NOT A

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

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

(2) Mergers. Upon a merger or consolidation of the Association with another non-profit corporation as provided in its Articles, its property (whether real, personal or mixed), rights and obligations may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the Property, rights and obligations of the other non-profit corporation may, by operation of law, be added to the property, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other land as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Properties. No such merger or consolidation shall be effective unless approved by eighty percent (80%) of the vote of each class of members of the Association present in person or by proxy at a meeting of members called for such purpose, and, if VA or FHA approval has been sought by Declarant, by the VA or FHA.

(c) General Provisions Regarding Additions to the Properties.

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

THIS IS NOT A

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

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

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

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

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

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

Section 13. Approvals. Wherever in the covenants the consent or approval of Declarant is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by Declarant. In the event Declarant fails to act on any such written request within thirty (30) days after the same has been received by Declarant as required above, the consent or approval of Declarant to the particular action sought in such written request shall be conclusively and irrefutably presumed.

THIS IS NOT A

However, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants herein contained.

Section 14. Expansion or Modification of Common Areas. Additions or modifications to the Common Area may be made if not inconsistent with the General Plan and any amendments thereto. Neither the Declarant, its successors or assigns, shall be obligated, however, to make any additions or modifications. Declarant further reserves the right to change the configuration or legal description of the Common Areas due to changes in development plans.

Section 15. Master Association. In addition to the terms of this Declaration, and the Articles and Bylaws of the Association, all Lots are also subject to the terms and provisions of the Master Declaration. All Owners automatically become members of the Master Association and are subject to the Master Declaration, Articles of Incorporation, Bylaws and Rules and Regulations thereof in effect from time to time. Pursuant to the Master Declaration, assessments are due and charges are levied by the Master Association, payment of which is secured by a lien on the Owner's Lot. Each Lot Owner, by the acceptance of a deed or otherwise acquiring title to a Lot thereby does agree to responsibilities and obligations as a member of the Master Association, including the payment of such assessments, dues and charges as shall be levied thereby.

Section 16. Mediation/Arbitration of Disputes and Other Matters. Notwithstanding anything to the contrary contained in this Declaration, all disputes and other matters (except as set forth herein) between or among the Declarant, the Association, the Board of Directors, any committee of the Association, any officer, director, partner, member, shareholder, employee, agent or other representative of any of the foregoing and any Owner(s) (all of whom shall collectively be deemed to be intended beneficiaries of this Section), shall be submitted first to mediation and, if not settled during mediation, then to final, binding arbitration, all in accordance with the provisions hereinafter set forth in this Section, and such disputes and other matters shall not be decided by a court of law. The disputes and other matters which are subject to mediation and/or arbitration under this Section include, without limitation, the following: (a) those arising under the provisions of this Declaration, the Articles of Incorporation or Bylaws of the Association; (b) those regarding any of the rules and regulations, design guidelines, resolutions, decisions, or rulings of the Association, the Board of Directors, or any of the Association's committees; (c) except those claims set forth in Article VII hereof, any and all controversies, disputes or claims between any of the intended beneficiaries of this Section, regardless of how the same might have arisen or on what it might be based; and (d) any statements, representations, promises, warranties, or other communications made by or on behalf of any of the intended beneficiaries of this Section.

THIS IS NOT A

The mediation shall be conducted before the American Arbitration Association ("AAA") in accordance with AAA's Commercial or Construction Industry Mediation Rules. If the dispute or other matter is not fully resolved by mediation, then the same shall be submitted to binding arbitration before AAA in accordance with their Commercial or Construction Industry Arbitration Rules, and any judgment upon the award rendered by the arbitrator(s) may be entered in and enforced by any court having jurisdiction over such dispute or other matter. The arbitrator(s) appointed to decide each such dispute shall have expertise in the area(s) of dispute, which may include legal expertise if legal issues may be involved. Unless otherwise provided by law, the costs of mediation and arbitration shall be borne equally by the parties involved. Each party shall pay its respective attorneys' fees, costs and expenses, including those incurred in mediation, arbitration, or other matters. All decisions regarding whether a dispute or other matter is subject to arbitration shall be decided by the arbitrator.

Notwithstanding the foregoing, the following actions shall not be subject to this Section: (a) actions relating to the collection of fees, assessments, fines and other charges imposed or levied by the Association, the Board of Directors or any of the Association's committees; and (b) actions by the Association to obtain an injunction to compel the compliance with, or enjoin the violation of, the provisions of this Declaration, the Articles of Incorporation or Bylaws of the Association, and all rules and regulations, design guidelines, resolutions, decisions, or rulings of the Association, the Board of Directors, or any of the Association's committees.

ARTICLE XII – MANDATORY PROCEDURES

Section 1. Notice. As a condition precedent to seeking any action or remedy against Builder, an Owner having a Claim against the Builder shall notify the Builder in writing by certified mail (the "**Notice**"), stating plainly and concisely:

- (a) the nature of the Claim, including the persons involved and Builder's role in the Claim;
- (b) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
- (c) the proposed remedy; and
- (d) any evidence that depicts the nature and cause of the Claim and the nature and extent of repairs necessary to remedy the Claim, including expert reports, photographs, and videotapes.

Section 2. Inspection. Builder shall be given a reasonable opportunity to inspect and have inspected the Dwelling that is the subject of the Claim to determine

THIS IS NOT A

the nature and cause of any alleged defect and the nature and extent of repairs necessary to remedy the Claim. Unless otherwise provided by law or agreed to by the parties, Builder shall have a minimum of thirty-five (35) days from receipt of the Notice to conduct any inspection.

Section 3. Right to Cure. Builder shall have the right to repair, replace or pay the Owner the reasonable cost of repairing or replacing any defective item. Unless otherwise provided by law or agreed to by the parties, Builder shall have a minimum of ninety (90) days from receipt of the Notice to cure as provided herein. An Owner shall have no right to bring any action against Builder until expiration of Builder's right to cure.

Section 4. Time. The time periods provided for the inspection and cure by Builder shall be extended by any period of time that Owner refuses to allow Builder to inspect the Dwelling and/or cure. Any inspection, test, repair or replacement performed on a business day between 9 a.m. and 5 p.m. shall be deemed to be reasonable hereunder.

Section 5. Negotiation and Mediation.

(a) The parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation.

(b) If the parties do not resolve the Claim within 90 days after the date of the Notice (or within such other period as may be agreed upon by the parties) ("**Termination of Negotiations**"), either party may submit the Claim to mediation under the auspices of the American Arbitration Association ("**AAA**") in accordance with the AAA's Residential Construction Mediation Rules in effect on the date of the Notice. If there are no Residential Construction Mediation Rules currently in effect then the AAA's Construction Industry Mediation Rules shall be utilized. Unless mutually waived by the parties, submission of the Claim to mediation is a condition precedent to either party taking further action with regard to the Claim.

(c) Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the parties. If the parties do not settle the Claim within 30 days after submission of the matter to the mediation, or within such other time as determined by the mediator or agreed to by the parties, the mediator shall issue a notice of termination of the mediation proceedings ("**Termination of Mediation**"). The Termination of Mediation notice shall set forth that the parties are at an impasse and the date that mediation was terminated.

Each party shall bear its own costs of the mediation, including attorneys' fees, and each party shall share equally all charges rendered by the mediator. If the parties agree to a resolution of any Claim through negotiation or mediation and any party thereafter fails to abide by the terms of such agreement, then

THIS IS NOT A

any other party may file suit or initiate arbitration proceedings to enforce such agreement without the need to again comply with the procedures set forth herein. In such event, the party taking action to enforce the agreement shall be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties pro rata) all costs incurred in enforcing such agreement, including without limitation, attorneys' fees and court costs.

Section 6. Binding Arbitration.

(a) Upon Termination of Mediation, either party shall thereafter be entitled to initiate final, binding arbitration of the Claim under the auspices of the AAA in accordance with the AAA's Residential Construction Arbitration Rules in effect on the date of the Notice. If there are no Residential Construction Arbitration Rules currently in effect then the AAA's Construction Industry Arbitration Rules shall be utilized. Such Claims shall not be decided by or in a court of law. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Claim. If the claimed amount exceeds \$250,000 or includes a demand for punitive damages, the dispute shall be heard and determined by three arbitrators. Otherwise, unless mutually agreed to by the parties, there shall be one arbitrator. Arbitrators shall have expertise in the area(s) of dispute, which may include legal expertise if legal issues are involved.

(b) Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law, the non-contesting party shall be awarded reasonable attorneys' fees and expenses incurred in defending such contest. All decisions respecting the arbitrability of any Claim shall be decided by the arbitrator(s).

(c) The award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

ARTICLE XIII
INSURANCE AND CASUALTY LOSSES; CONDEMNATION

The insurance other than title insurance that shall be carried upon the Property and the property of the Lot Owners shall be governed by the following provisions:

Section 1. Authority to purchase; named insured. All insurance policies upon the Properties shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Owners, without naming them, and as

THIS IS NOT A

agent for their mortgagees. Provisions shall be made for the issuance of the mortgagee endorsements and memoranda of insurance to the mortgagees of Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association or the insurance trustee designated below, and all policies and their endorsements shall be deposited with the Association or the insurance trustee as set forth herein.

Section 2. Personal Property of Lot Owner. Lot Owners should obtain coverage at their own expense upon their personal property and improvements within their Dwelling not covered by the Association and for their personal liability and living expense and such insurance shall not be the responsibility of the Association.

Section 3. Coverage

(a) Casualty. All buildings and improvements upon the Properties shall be insured in an amount equal to the insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its value, all as shall be determined annually by the Board of Directors of the Association. Coverage shall afford protection against:

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

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

(3) Hazard policies issued to protect buildings or Dwellings shall provide that the word "building", wherever used in the policy, shall include, but shall not necessarily be limited to fixtures, installations or additions comprising that part of the building within the unfurnished interior surfaces of the perimeter walls, floors and ceilings of the individual Dwellings initially installed or replacements thereof, of like kind and quality, in accordance with the original plans and specifications or as existed at the time the Lot was initially conveyed if the original plans and specifications are not available. However, the word "building" shall not include floor coverings, wall coverings or ceiling coverings, and shall not include electrical fixtures, appliances, air conditioning and heating equipment, water heaters or built in cabinets required to be replaced or repaired by the Lot Owner. With respect to the coverage provided by this paragraph, the Lot Owner shall be considered as an additional insured under the policy.

(b) Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired

THIS IS NOT A

vehicles, owned, and non-owned vehicle coverage, and with cross liability endorsements to cover liabilities of the Lot Owners as a group to a Lot Owner.

- (c) Worker's Compensation insurance to meet the requirements of law.
- (d) Flood Insurance, where required by federal or other regulatory authority.
- (e) Liability Insurance for its officers and directors or persons who are in control or disburse funds of the Association.
- (f) Such other insurance that Board of Directors of the Association shall determine from time to time to be desirable.

Section 4. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

Section 5. Insurance Trustee; Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association or a named insurance trustee (hereinafter referred to as the "Insurance Trustee"), as Trustee, or to such Trustee in Florida with Trust Powers as may be designated as Insurance Trustee from time to time by the Board of Directors of the Association when required by this Declaration. The selection of the Insurance Trustee is subject to the approval of the Institutional Mortgagee holding the greatest dollar amount of First Mortgages against the Dwellings within the Properties. The Insurance Trustee shall not be liable for payment of premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes stated herein for the benefit of the Owners and their mortgagees in the following shares, provided, however, such shares need not be set forth on the records of the Insurance Trustee.

(a) Dwellings. Proceeds on account of damage to Dwellings shall be held in the following undivided shares:

(1) When the building is to be restored: For the Owners of damaged Dwellings in proportion to the cost of repairing the damage suffered by each Owner, said cost to be determined by the Association.

(2) When the building is not to be restored: The Lot shall be owned by the Owner.

THIS IS NOT A

(b) Mortgagees. In the event a mortgagee endorsement has been issued to a Dwelling, the share of the Owner shall be held in trust for the mortgagee and the Owner as their interests may appear, provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Dwelling Owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged Lot in any of the following events:

(1) Its mortgage is not in good standing and is in default.

(2) Insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss and additional monies are not available for such purpose.

(c) Insurance Trustee. An Insurance Trustee need not be appointed until there exists a major damage as defined elsewhere in this Article or until there shall have been a request by a First Mortgagee for such appointment.

Section 6. Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

(a) All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.

(b) If the damage for which the proceeds are paid is to be repaired or reconstructed the proceeds shall be paid to defray the cost thereof as provided herein. Any proceeds remaining after defraying such cost shall be distributed to the beneficial Owners, remittances to Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any mortgagee of a Lot.

(c) If it is determined in the manner provided herein that the damage for which proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial Owners, remittances to Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the mortgagee of a Lot.

(d) In making distribution to Owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association made by its President

THIS IS NOT A

and Secretary as to the names of the Owners and their respective shares of the distribution.

Section 7. Association as Agent. The Association is hereby irrevocably appointed Agent for each Owner and for each Owner of any other interest in the Properties to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

ARTICLE XIV
MAINTENANCE AND COMMON AREAS; DAMAGE; INSURANCE

Section 1. Maintenance of Common Area and Landscaping. All of the Common Area, all lawns and all original plantings, all storage areas and all personal property owned by the Association shall be maintained by and at the expense of the Association, unless otherwise specifically set forth herein. It is the intent and purpose of this provision that all landscaped areas, including without limitation trees, grass, shrubs and plantings; private access streets, storage areas, and parking spaces; gated access or entry gates, if applicable, paving; swimming pools and other recreation areas; drainage easements, all walks; and all other commonly owned facilities shall be maintained exclusively by the Association and not by any Owner or Owners individually, regardless of whether any of same are within the boundaries of any Lot, subject to the terms of Article IX, Section 19. The Association's maintenance responsibilities shall extend to and include maintenance of the decorative identification sign(s) for Cottages at Meadowbrooke, indicating the entrance to the Properties. This provision shall not limit the obligation of an Owner to maintain the exterior of his Dwelling, including patios and screened porches, except as otherwise maintained by the Association as identified in this Article. In the event that the need for maintenance or repair of the Common Area or any personal property owned by the Association is caused by the willful or negligent act of an Owner, his family, guests or invitees, the cost of such maintenance or repairs shall be due and payable from the Owner, and shall be secured by a lien against such Owner's Lot as provided in Section 4 of this Article.

Section 2. Maintenance and Painting of Exterior of Dwellings. The Association, subject to the rights of the Owners and Declarant, as set forth herein and in any other recorded restrictions, shall be responsible for the painting of the exterior of the Dwellings. Such painting shall be performed at such times and by such persons as may be designated by the Board of Directors. The Association shall also be responsible for repair and replacement of roofs and gutters on the Dwellings. All other maintenance of the exterior of the Dwellings not designated herein as the responsibility of the Association shall be the responsibility of the Owner.

THIS IS NOT A

Section 3. Care and Appearance of Dwellings. Each Dwelling shall be maintained in a structurally sound and neat and attractive manner, including glass, screened areas, and otherwise by and at the expense of the Owner. Upon the Owner's failure to do so, the ACC may, at its option, after giving the Owner thirty (30) days' written notice sent to his last known address, make repairs and/or improve the appearance of the Dwelling in a reasonable and workmanlike manner, with funds provided by the Association, and with the approval by two-thirds (2/3) vote of the Board of Directors. The Owner of such Dwelling shall reimburse the Association for any work above required, and to secure such reimbursement the Association shall have a lien upon the Lot enforceable as provided in Section 4 below.

Section 4. Lien Rights; Foreclosure. Upon performing any work described in Section 3 of this Article, or to secure any other sum payable by an Owner under the terms of this Declaration, the Association shall be entitled to file in the Public Records of Hillsborough County, Florida, a notice of its claim of lien by virtue of this contract with the Owner. Said notice shall state the cost of said work and shall contain a description of the Lot against which the enforcement of the lien is sought. The lien herein provided shall date from the time that the expense is incurred, but shall not be binding against creditors until said notice is recorded. Each Lot shall stand as security for any expense due to the Association pursuant to Article VII or this Article and for any other sums due from the Owner to the Association hereunder, and in connection with such Lot, and this provision shall also be binding on the Owner of such Lot at the time the expense or obligation is incurred, who shall be personally liable. The amount secured by the lien herein provided shall be due and payable upon demand and if not paid, said lien may be enforced by foreclosure in the same manner as a mortgage. The amount due and secured by said lien shall bear interest at the highest contract rate of interest permitted by Florida law from time to time, from the date of demand, and in any action to enforce payment the Association shall be entitled to recover costs and attorneys' fees, which shall also be secured by the lien being foreclosed. The Owner shall continue to be liable for assessments levied by the Association during the period of foreclosure and the same shall be secured by the lien foreclosed. The Association shall have the right to bid at the foreclosure sale and acquire title to the Lot. The lien herein provided shall be subordinate to the lien of any mortgage, encumbering any Lot, recorded prior to the recording of a notice of lien, in favor of any institutional lender or mortgage company or insured by the FHA or guaranteed by the VA, provided, however, that any such mortgagee when in possession, any purchaser at any foreclosure sale, any mortgagee accepting a deed in lieu of foreclosure, and all persons claiming by, through or under any of the same, shall hold title subject to the obligations and lien herein provided.

Section 5. Utilities; Equipment and Fixtures. All fixtures and equipment installed within a Lot, and all fixtures and equipment serving only one Dwelling including without limitation, utility lines, pipes, wires, conduits and the like, shall be maintained and kept in good repair by the Owner of the Lot or the Dwelling served by

THIS IS NOT A

such equipment and fixtures. In the event any such equipment and fixtures are installed on a Lot to serve more than one Dwelling, the expense of maintaining and repairing same shall be shared equally by the Owners of the Dwellings served by same. Notwithstanding the foregoing, in the event any such equipment or fixtures are damaged as a result of the actions of any person or entity other than the Owner or Owners responsible for repairing same, the person causing the damage shall be liable for expenses incurred by the Owner or Owners in repairing same. No Owner shall do or allow any act, or allow any condition to exist, or impair any easement established or referenced herein, or do any act or allow any condition to exist which will or may adversely affect any Lot, Dwelling or any Owner or resident of the Properties or create a hazard to persons or Properties. In the event a blockage or obstruction occurs in a sewer line serving more than one Lot, the cost of clearing such blockage shall be assessed against the Owner deemed responsible by the Board of Directors, and if it cannot be determined which Owner was responsible, the cost shall be borne equally by all Owners of Lots served by the portion of the sewer line in which the blockage occurred and shall be assessed against all such Owners. Any cost assessed against an Owner pursuant to this Section shall be a lien upon such Owner's Lot(s) pursuant to Section 4 of this Article.

Section 6. Party Walls.

(a) General Rules of Law to Apply. Each wall which is built by Declarant along the common property line between Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair, Replacement and Maintenance. The cost of reasonable repair, replacement and maintenance of a party wall shall be equally shared by the Owners whose Lots adjoin that portion of the party wall requiring repair, replacement or maintenance.

(c) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner whose Lot adjoins the party wall that has been damaged or destroyed may, upon seven (7) days' notice to the other adjoining Owner, repair or restore the wall, and receive equal contribution from such other adjoining Owner.

(d) Negligent or Willful Acts. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be damaged or destroyed shall bear the sole cost of repair and restoration.

THIS IS NOT A

(e) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

(f) Enforcement. In the event an Owner shall fail to comply with any of his party wall obligations pursuant to this Article, including reimbursement or contribution, any aggrieved adjoining Lot Owner shall be entitled to enforce such obligations as provided in Section 4 of this Article, which rights of enforcement shall be in addition to such other rights and remedies as may otherwise be available to such Lot Owner.

Section 7. Damage, Reconstruction; Insurance. In the event a Dwelling or any part thereof is damaged or destroyed by casualty or otherwise, or in the event any improvements upon the Common Area are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom; and commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of the Declaration, or in the case of the Common Area, to grass over and landscape the land, and/or replace improvements within the Common Area in a manner consistent with the surrounding area. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Dwelling, access ways, or Common Areas, or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications.

Section 8. Termite Protection Program. The Association shall be responsible for the purchasing and maintaining a master termite protection program (the "Termite Protection Policy") for all Dwellings. Such Termite Protection Policy shall be provided by such persons or entities as may be designated by the Board of Directors. The fees for the Termite Protection Policy payable to the service provider shall be a Common Expense payable by the Association and included within the annual budget for which the assessments are levied each year. The Association, or its designees, shall conduct yearly inspections of Dwellings to determine if any corrective action is needed to remedy any termite infestation or potential infestation. Declarant reserves for itself, the Association, and their grantees and designees an easement for ingress and egress to, over and across each Lot and the right to enter upon each Lot for the purpose of exercising its rights and obligations under this Section. Entry into any Dwelling, absent emergency conditions, shall not be made without the consent of the Owner or occupant thereof. An Owner shall not arbitrarily withhold consent to such entry by the Association or its designees for the purpose of discharging any duty or exercising any right granted by this Section; provided, that, such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. In no event shall the Association be responsible for any damages or costs of repairs caused by termite infestation, inspection for termite infestation, or the removal of termite infestation.

THIS IS NOT A
CERTIFIED COPY

**ARTICLE XV - SPECIAL PROVISIONS TO COMPLY
WITH REQUIREMENTS OF FNMA**

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

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

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

- (a) When seventy-five percent (75%) of the Lots have been sold by Declarant; or
- (b) On December 31, 2015; or
- (c) When Declarant waives in writing its right to Class B membership.

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

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

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

THIS IS NOT A

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

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

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

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

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

THIS IS NOT A

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has caused this Declaration to be executed by its duly authorized officers and affixed its corporate seal as of this 24th day of September, 2003.

"DECLARANT"

Signed, sealed and delivered in the presence of:

Erin L. Cissel
Printed Name: ERIN L. CISSEL

Linda Perry
Printed Name: Linda Perry

U.S. HOME CORPORATION
a Delaware corporation

By: Doyle D. Dudley
Printed Name: Doyle D. Dudley
Its: Vice President

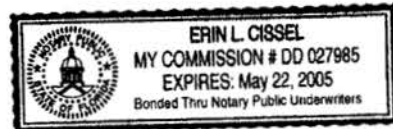
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 24th day of September, 2003, by Doyle D. Dudley as Vice President of U.S. Home Corporation, a Delaware corporation, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

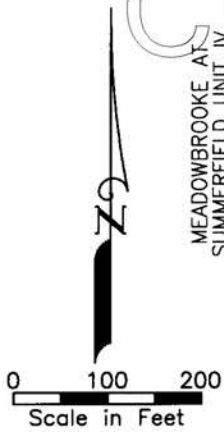
Erin L. Cissel
Notary Public
Printed Name: Erin L. Cissel
My commission expires:

- Attached Exhibits:
Exhibit "A" – Described Property
Exhibit "B" – Articles of Incorporation
Exhibit "C" – Bylaws



THIS IS NOT A SURVEY

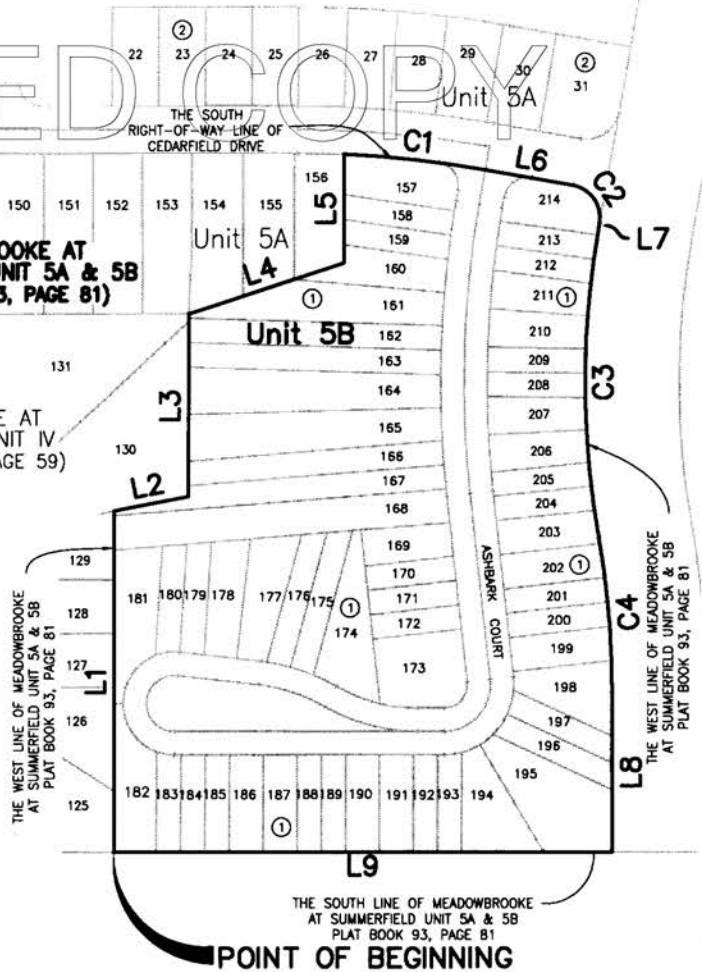
THIS IS NOT A CERTIFIED COPY



MEADOWBROOKE AT SUMMERFIELD UNIT IV (PLAT BOOK 72, PAGE 59)

MEADOWBROOKE AT SUMMERFIELD UNIT 5A & 5B (PLAT BOOK 93, PAGE 81)

BLOCK "A"
MEADOWBROOKE AT SUMMERFIELD UNIT IV (PLAT BOOK 72, PAGE 59)



LINE	BEARING	DISTANCE
L1	N 00°03'13"W	364.62'
L2	N 78°54'41"E	81.00'
L3	N 00°03'13"W	194.88'
L4	N 72°10'16"E	175.38'
L5	N 00°03'13"W	115.38'
L6	S 80°02'52"E	95.00'
L7	S 09°57'08"W	3.00'
L8	S 00°03'13"E	172.50'
L9	S 89°56'47"W	534.24'

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	7°32'06"	1163.01	152.95	152.84	76.59	S 83°48'55"E
C2	90°00'00"	35.00	54.98	49.50	35.00	S 35°02'52"E
C3	20°00'00"	950.00	331.61	329.93	167.51	S 00°02'52"E
C4	9°59'39"	950.00	165.71	165.50	83.07	S 05°03'02"E

UNIT 5B OF

MEADOWBROOK AT SUMMERFIELD UNIT 5A & 5B (PLAT BOOK 93, PAGE 81)

SCALE 1"=200'	DATE 10-10-03	DRAWN GWH	CALCED GWH	CHECKED JDO
JOB No. 5163-207-005.403	SECTION 16	TOWNSHIP 31 SOUTH	RANGE 20 EAST	

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION

Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

James Darin O'Neal

JAMES DARIN O'NEAL
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S.5926
CERTIFICATE OF AUTHORIZATION No. LB 2610

King

ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
PHONE 813-880-8881
FAX 813-880-8882
E-MAIL king@kingengineering.com

THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

UNIT 5B OF MEADOWBROOKE AT SUMMERFIELD UNIT 5A & 5B ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 93, PAGE 81, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA AND LYING WITHIN SECTION 16, TOWNSHIP 31 SOUTH, RANGE 20 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 182, BLOCK "1" OF SAID MEADOWBROOKE AT SUMMERFIELD UNIT 5A & 5B, THENCE ALONG THE WEST BOUNDARY OF SAID MEADOWBROOKE AT SUMMERFIELD UNIT 5A & 5B, THE FOLLOWING THREE (3) COURSES: 1) N00°03'13"W, A DISTANCE OF 364.62 FEET; 2) THENCE N78°54'41"E, A DISTANCE OF 81.00 FEET; 3) THENCE N00°03'13"W, A DISTANCE OF 194.88 FEET; THENCE DEPARTING SAID WEST BOUNDARY N72°10'16"E, A DISTANCE OF 175.38 FEET; THENCE N00°03'13"W, A DISTANCE OF 115.38 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CEDARFIELD DRIVE AND A POINT ON THE ARC OF A CURVE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE 152.95 FEET, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1163.01 FEET, A CENTRAL ANGLE OF 07°32'06", A CHORD BEARING AND DISTANCE OF S83°48'55"E, 152.84 FEET TO THE CURVE'S END; THENCE S80°02'52"E, A DISTANCE OF 95.00 FEET TO THE BEGINNING OF A CURVE; THENCE 54.98 FEET ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF S35°02'52"E, 49.50 FEET TO THE EAST BOUNDARY LINE OF SAID MEADOWBROOKE AT SUMMERFIELD UNIT 5A & 5B AND THE CURVE'S END; THENCE ALONG SAID EAST BOUNDARY LINE THE FOLLOWING FOUR (4) COURSES: 1) S09°57'11"W, 3.00 FEET TO A POINT ON THE ARC OF A CURVE; 2) THENCE 331.61 FEET ALONG THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 950.00 FEET, A CENTRAL ANGLE OF 20°00'00", A CHORD BEARING AND DISTANCE OF S00°02'52"E, 329.93 FEET TO A POINT OF REVERSE CURVATURE; 3) THENCE 165.71 FEET ALONG THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 950.00 FEET, A CENTRAL ANGLE OF 09°59'39", A CHORD BEARING AND DISTANCE OF S05°03'02"E, 165.50 FEET TO THE CURVE'S END; 4) THENCE S00°03'13"E, A DISTANCE OF 172.50 FEET TO THE SOUTH BOUNDARY LINE OF SAID MEADOWBROOKE AT SUMMERFIELD UNIT 5A & 5B; THENCE ALONG SAID SOUTH BOUNDARY LINE S89°56'47"W, A DISTANCE OF 534.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 329,871.43 SQUARE FEET OR 7.573 ACRES, MORE OR LESS.

Surveyor's Notes:

This sketch was performed without the benefit of a title report. No instruments of record reflecting easements, rights-of-way and/or ownership were furnished to the undersigned surveyor.

Unless it bears the signature and the original raised seal of a Florida licensed Surveyor and Mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.

This is a sketch and legal description only, not a field survey.

UNIT 5B OF

MEADOWBROOK AT SUMMERFIELD UNIT 5A & 5B (PLAT BOOK 93, PAGE 81)

King
ENGINEERING ASSOCIATES, INC.

4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634

PHONE 813 480 8881
FAX 813 480 8882
E-MAIL king@kingengineering.com

Q:\Survey\SMFLD\VILL-2\MEADOWBR\Unit5A-B\SKETCH\unit-5b.dwg