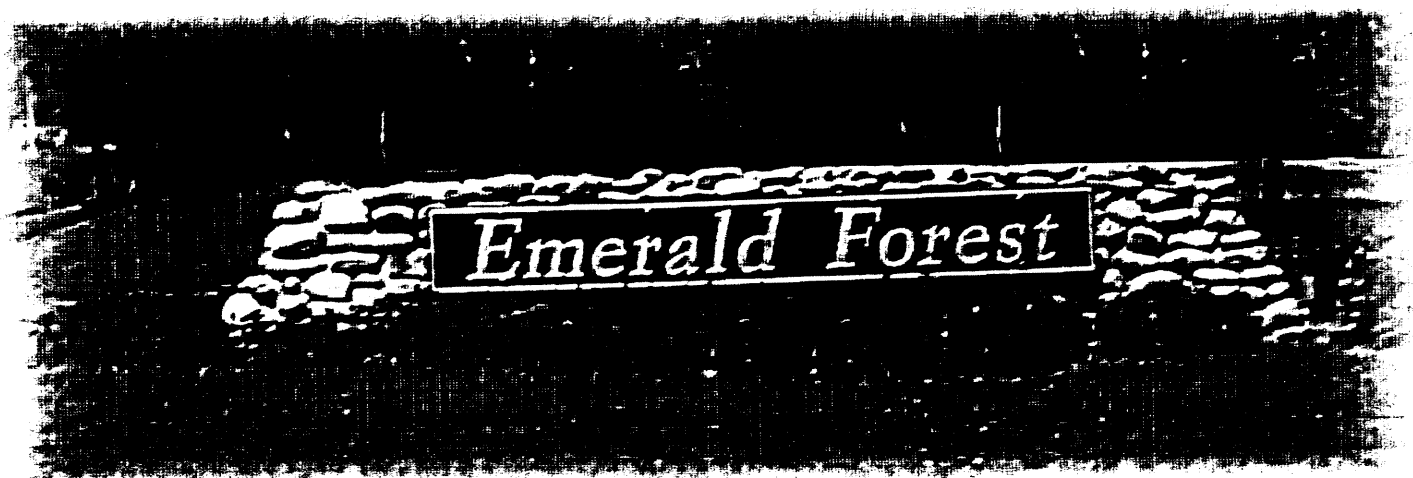


WALDEN LAKE COMMUNITY ASSOCIATION, INC.

EMERALD FOREST NEIGHBORHOOD

DEED RESTRICTED DOCUMENTS

EMERALD FOREST HOMEOWNERS ASSOCIATION, Inc.



DEED RESTRICTED COMMUNITY DOCUMENTS

INCLUDING

**WALDEN LAKE COMMUNITY ASSOCIATION, Inc.
MASTER ASSOCIATION DEED RESTRICTED DOCUMENTS**

SEPTEMBER 2001

**Emerald Forest Homeowners Association, Inc.
Deed Restricted Documents**

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Deed Restricted Documents**

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Emerald Forest Homeowners
Association, Inc.

Deed Restricted Documents

Declaration of Covenants, Conditions &
Restrictions

Prepared September 23, 1993

Richard W.
Clerk of Circuit Court
Hillsborough County, Fla.
By Ramon Duran, D.C.

RICHARD W.
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY, FLA.

This Instrument prepared by and to be returned to:
Julius J. Zechau
Baynard, Harrell, Ostow & Ulrich, P.A.
28050 U.S. Highway 19 North, Suite 501
Clearwater, Florida 34621
(813) 796-2525

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF EMERALD FOREST

THIS DECLARATION, made on the date hereinafter set forth by SUN CITY CENTER CORP., a Delaware corporation, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, the 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 "EMERALD FOREST" on the Exhibit "A" land pursuant to the terms and provisions of this Declaration; 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", in accordance with the provisions herein, 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, 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 community 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, HOMEOWNERS ASSOCIATION OF EMERALD FOREST, INC., for the purpose of exercising the functions 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 and attached on 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.

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ARTICLE I - DEFINITIONS

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

Section 2. "Articles" shall mean the Articles of Incorporation of HOMEOWNERS ASSOCIATION OF EMERALD FOREST, INC., a Florida not for profit corporation.

Section 3. "Association" shall mean and refer to HOMEOWNERS ASSOCIATION OF EMERALD FOREST, 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. "Bylaws" shall mean the Bylaws of the Association.

Section 6. "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.

Section 7. "Common Expense" shall mean and refer to any expense for which a general and uniform assessment may be made against the Owners (as hereinafter defined) and shall include, but in no way be limited to, the expenses of upkeep and maintenance of the Common Area, medians and shoulders of publicly dedicated collector and arterial roadways, certain boundary walls and entrance signs.

Section 8. "Declarant" shall mean and refer to Sun City Center Corp., a Delaware corporation, its successors and assigns. It shall not include any person or party who purchases a Lot, unless, however, such purchaser is specifically assigned as to such property by separate recorded instrument, some or all of the rights held by Declarant hereunder with regard thereto.

Section 9. "Declaration" shall mean and refer to this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EMERALD FOREST and any amendments or modifications thereof hereafter made from time to time.

Section 10. "Dwelling" shall mean and refer to each and every single family residential unit constructed on any lot.

Section 11. "FHA" shall mean and refer to the Federal Housing Administration.

Section 12. "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 13. "FNMA" shall mean and refer to the Federal National Mortgage Association.

Section 14. "GNMA" shall mean and refer to the Government National Mortgage Association.

Section 15. "Institutional Lender" shall mean and refer to 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.

Section 16. "Institutional Mortgage" shall mean and refer to any mortgage given or held by an Institutional Lender.

Section 17. "Interpretation" Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation". The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

Section 18. "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, nor any land owned by the Master Association.

Section 19. "Master Association" shall mean and refer to WALDEN LAKE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

Section 20. "Master Declaration" shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions for WALDEN LAKE, as recorded in Official Records Book 4733, at page 1883, Public Records of Hillsborough County, Florida, and any duly recorded amendments thereto.

Section 21. "Master Plan" shall mean and refer to the Master Development Plan for WALDEN LAKE on file with the planning and zoning department of the City of Plant City, Florida, and as the same may be amended or modified from time to time.

Section 22. "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 23. "Plat" shall mean and refer to the Plat of WALDEN LAKE, UNIT 33-2, PHASE A, recorded in Plat Book 72, at page 36, Public Records of Hillsborough County, Florida.

Section 24. "Property or Properties" shall mean and refer to that certain real property described on attached Exhibit "A".

Section 25. "VA" shall mean and refer to the Veterans Administration.

ARTICLE II - PURPOSE

Section 1. Operation, Maintenance and Repair by Association. The Declarant, in order to insure that the Common Area, Association owned facilities, and other land for which the Association 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; to maintain and repair the paved bicycle paths; to maintain and repair that portion of any buffer easement from the edge of the roadways to the top of any berm constructed thereon; 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.

Section 2. Expansion of Common Area. Additions to the Common Area may be made in accordance with the terms 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 by or on behalf of Declarant for any such 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 - 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;

(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 assessment levied under this Declaration against his Lot remains unpaid, 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. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers provided the foregoing actually reside at the Owner's Lot.

Section 3. 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 4. Signs Prohibited. No sign of any kind shall be displayed in or on the Common Area without the prior written consent of the Board of Directors. This Section, however, shall not apply to the Declarant.

Section 5. 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 6. 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 7. 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. The Common Area shall not be mortgaged or conveyed without the prior approval of two-thirds (2/3) of the Class A Members.

Section 8. 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 9. Boundary Fences. The Declarant may construct a border fence along all or part of some or all of the Properties. Such fence (the "Boundary Fence") may be constructed on Common Areas or the Lots and shall be maintained in the same manner in which it was initially constructed. Whether or not located on Common Areas, the maintenance, replacement and repair of any such Boundary Fence shall be the obligation of, and shall be undertaken by the Owners of the Lots abutting the easement upon which such Boundary Fence is constructed as to such portion thereof as actually abuts the Lot each Lot Owner owns. If the Lot Owner fails to maintain and repair the portion of the Boundary Fence for which the Lot Owner is responsible to the satisfaction of the Association, the Association may notify such Owner of its dissatisfaction, in writing, such written instrument to be either hand-delivered or mailed certified mail, return receipt

requested to such Owner. If the Owner fails to correct the maintenance deficiency to the satisfaction of the Association within thirty (30) days of receipt of the written notice, the Association shall have the authority, through its Board of Directors, but shall not be obligated to cause the maintenance deficiency to be corrected. The cost of such action shall be assessed against such Owner's Lot and shall be immediately due and payable and shall be enforced in accordance with the provisions of Article VI of this Declaration.

Section 10. 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 publicly dedicated streets within the Properties or streets bounding the perimeter thereof to the extent reasonably necessary to discharge its duties under this Declaration, if any. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times upon reasonable notice whenever the circumstances permit.

Section 11. Reciprocal Easements. There shall be reciprocal appurtenant easements between the lands adjacent to either side of a buffer for lateral and subjacent support, and for encroachments caused by the unwillful placement, settling and shifting of any structure constructed, repaired or reconstructed.

Section 12. Entrance Islands. The Declarant may, but shall not be obligated to erect landscaped entrance islands to the Properties which shall be maintained by the Master Association. The Master Association, its agents and contractors are hereby granted a non-exclusive perpetual easement as to all lands adjacent to entrance islands for the purpose of maintenance and repair of such entrance islands.

ARTICLE IV - 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 by him. 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.

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. The Class B member of the Association shall be the Declarant until such Class B membership is converted to Class A at Declarant's option or as hereinafter set forth. Class B Lots shall be all Lots owned by the Declarant which have not been converted to Class A as provided below. The Declarant shall be entitled to three (3) votes for each Class B Lot which it owns.

Section 3. 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:

- (a) When the total number of Class A lots equals the total number of Class B lots; or
- (b) On or August 31, 2000; or
- (c) When the Declarant waives in writing its right to Class B membership.

ARTICLE V - RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Responsibilities. The 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 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.

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 Articles or Bylaws of the Association.

Section 4. Insurance. The Association at all times shall procure and maintain adequate policies of public liability insurance, as well as any other insurance that it deems advisable or necessary. 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. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE VI - 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. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

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 Fences to the extent required or permitted to be maintained by the Association pursuant to this Declaration; 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. Annual Assessment for Common Expenses. The annual assessment for Common Expenses shall be fixed by the Board of Directors and shall be the same for each Class A Lot.

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 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.

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 fifteen (15) days nor more than thirty (30) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast one-third (1/3) 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. 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 (after applying all income received by the Association from other sources) 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", shall not include any reserve for replacements, operating reserve, depreciation reserves, capital expenditures or special assessments. The Declarant may at any time, give written notice to the Association prior to November 1 of a year, thereby terminating effective as of the last day of December of such year, 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 or completed Unit with a Certificate of Occupancy, owned by Declarant or the 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 or the 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 or the 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 or the Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant or the Declarant, prorated as of and commencing with, the month

following the date of transfer of title. Notwithstanding the foregoing, any Lots from which the Declarant or 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 or the Declarant, prorated as of and 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 VI shall not apply to the Common Area or common areas of the Master Association, 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 thereto at such time as the Board of Directors shall determine appropriate and shall be prorated to the date of conveyance of the 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 an annual basis. 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 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.

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 a bank, savings and loan association, FNMA, GNMA, insurance company, mortgage company or other institutional lender, or which is guaranteed or insured by the FHA or VA. 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.

Section 14. Special Assessment for Maintenance Obligations of Owners. In the event an Owner obligated to maintain, replace or repair fence, or portion thereof, pursuant to this Declaration shall fail to do so, the Association, upon ten (10) 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 Article VI, Section 9 above.

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 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.

ARTICLE VII - GENERAL PLAN OF DEVELOPMENT

Section 1. General Plan of Development. The Declarant has on file at its business office, presently located at 1602 West Timberlane Drive, Plant City, Florida 33567, a 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 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.

Section 2. 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 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 3. 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 unless terminated by the vote of eighty percent (80%) of the Voting Members of each Class of members, at a meeting called for such purpose.

Section 4. Amendment. This Declaration may be amended from time to time by recording among the Public Records of Hillsborough County, Florida of an instrument signed either by:

- (a) The Declarant, as provided in Section 6 of this Article; or
- (b) A vote of two-thirds (2/3) of the Voting Members of each class of membership, at a meeting call for such purpose; or
- (c) 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.

Notwithstanding anything herein to the contrary, so long as Declarant or Declarant, or their 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. 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.

Section 5. Exception. Notwithstanding any provision of this Article to the contrary, the Declarant shall have the right to amend this Declaration, from time to time, for a period of five (5) years from the date of its recording 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. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment.

Section 6. 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 VIII - USE RESTRICTIONS

Section 1. Residential Use. All of the Properties shall be known and described as residential property and no more than one detached, single-family dwelling may be constructed on any Lot, except that more than one Lot may be used for one dwelling, in which event, all restrictions shall apply to such Lots as if they were a single Lot, subject to the easements indicated on the Plat and the easements reserved in Section 4 of this Article.

Section 2. Structures. No structure shall be erected nearer than twenty-five (25) feet from a front Street Line or twenty (20) feet from a Side Street Line. No structure shall be erected nearer than seven and one-half (7 1/2) feet from a Side Yard Line or nearer than twenty (20) feet from a Rear Yard Line. A swimming pool may not be located in the Front Yard of any Lot. The terms "Structure", "Street Line", and "Front Yard", shall have the meanings ascribed by the Hillsborough County Zoning Regulations in effect as of the date of the recording of this Declaration; provided, however, the term "Structure" shall not include a fence. The terms, "Side Yard Line" and "Rear Yard Line" are as used in Exhibit "B" attached hereto and incorporated herein by reference. Above ground swimming pools are prohibited.

Section 3. Dwelling. No dwelling shall have a floor square foot area of less than one thousand six hundred fifty (1650) square feet, exclusive of screened area, open porches, terraces, patios and garages. All dwellings shall have at least two (2) inside baths. A "bath", for the purposes of this Declaration, shall be deemed to be a room containing at least one (1) shower or tub, and a toilet and wash basin. All dwellings shall have at least a two (2) car garage attached to and made part of the dwelling. No dwelling shall exceed two and one-half (2-1/2) stories nor thirty five (35) feet in height. All dwellings shall be constructed with concrete driveways and grassed front, side and rear lawns, provided that lot areas designated on the Plat for drainage easement purposes need not be grassed. Each dwelling shall have a shrubbery planting in front of the dwelling.

Section 4. Easements.

(a) Perpetual easements for the installation and maintenance of utilities and drainage areas are hereby reserved both to Declarant 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). Declarant shall have the right to convey such easements on an 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 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 above-described 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) Declarant shall have the right, but not the obligation, to construct, maintain, repair, replace or remove any fences, berms and/or landscaping or monuments or both, and shall have all easements reasonably necessary upon the Properties to permit Declarant to exercise such rights. Nothing in this Paragraph shall be construed to obligate Declarant to construct any such berms and/or landscaping or monuments. Any berm constructed by Declarant on a buffer easement shall be maintained as initially constructed. No improvements structures, fences, driveways, pools and decks, patios, air conditioners, impervious surface material, utility sheds, sprinkler systems, trees, shrubs, hedges, plants or any other landscaping element other than sod shall be placed or erected upon any berm without the prior written consent of the Architectural Control Committee. This Paragraph shall not apply to Declarant so long as Declarant owns one or more lots on any of the properties included within the Master Plan.

(d) Association and Owners consent hereby 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 Section shall include the right to "tie in", join and attach to the existing utilities, sanitary sewer service, irrigation and drainage so as to provide access to these services to said abutting lands directly from the Properties.

(e) The Board of Directors 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.

(f) 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.

(g) In the event that any structure or improvement on any Lot shall encroach upon any of the Common Areas or upon any other Lot for any reason other than the intentional or negligent act of the Owner, or in the event any Common Area shall encroach upon any Lot, then an easement shall exist to the extent of such encroachment for so long as the encroachment shall exist.

(h) If ingress or egress to any Lot is through the Common Area, or any part thereof, any conveyance or encumbrance of such Common Area shall be subject to such Lot Owner's easement for ingress or egress over and across such Common Area.

Section 5. Use of Accessory Structures. Other than the dwelling and its 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 vehicle may be used as a residence or for any other purpose on any of the Lots.

Section 6. 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 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 houses erected thereon for sales offices, field construction offices, storage facilities, general business offices, and (ii) maintain fluorescent lighted or spotlight furnished model homes on 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 August 31, 2000, 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 7. 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 shall allow the dog to stray or go upon another Lot without the consent of the Owner of such Lot; and provided further that no more than a total of two (2) animals may be kept on any Lot. Each dog must be on a leash when the dog is outside of the Owner's Lot.

Section 8. Fences, Walls and Hedges. Except as to fences, walls or hedges originally constructed or planted by Declarant, if any, no fences, walls or hedges of any nature may be erected, constructed or maintained upon any Lot abutting West Timberlane Drive or within any areas of a Lot designated as "areas where fences are prohibited" in Exhibit "C"; provided, however, that no fence, wall or hedge shall be erected or permitted

on a Lot in any location thereon where Declarant has erected a privacy fence or monument as provided in this Declaration. No fence, wall or hedge shall be erected or permitted on a Lot without the prior written consent of the Association. As to any fence, wall or hedge erected or maintained pursuant to this Section, such fence, wall or hedge may be constructed or maintained to a height not to exceed six (6) feet. Such fences shall only be made of such materials as may be approved by the Architectural Control Committee and must be kept in good condition and repair. No fence, wall or hedge may be constructed or maintained between a Front Street Line and the Front Dwelling Line. Notwithstanding the foregoing, a decorative wall or entrance forward of the Front Dwelling Line or forward of a Side Dwelling Line fronting a Side Street Line shall be permitted if constructed at the same time as the original dwelling on the Lot as part of the dwelling's elevation or design.

Section 9. Vehicles. No motor vehicles shall be parked on the Properties except on a paved or concrete driveway or in a garage. No motor vehicles which are primarily used for commercial purposes, other than those present on business, nor any trailers, may be parked on the Properties unless inside a garage and concealed from public view. Boats, boat trailers, campers, commercial trucks, commercial vans, motorcycles and other recreational vehicles shall be parked inside of garages and concealed from public view, or on the Lot behind the Rear Dwelling Line and concealed from view of adjoining Lots and general public view. Any vehicle not in operable condition must be kept inside a garage and concealed from public view.

Section 10. Storage. No Lot shall be used for the storage of rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers properly concealed from public view.

Section 11. 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. All clothes poles shall be capable of being lifted and removed by one (1) person in one (1) minute's time and shall be removed by the Owner when not in actual use for clothes drying purposes.

Section 12. Antennas and Satellite Dishes. No exterior radio, TV satellite dishes or other electronic antennas or aerials shall be allowed, unless installed so as to be completely concealed from the public view, such as in attics or garages.

Section 13. Street Lighting. All Lots shall be within a street lighting district pursuant to which street lighting service is to be provided and taxes or assessments therefor levied in accordance with applicable governmental ordinances, rules and regulations now or hereafter in effect.

Section 14. Lot Upkeep. All Owners of Lots with completed houses thereon shall, as a minimum, have the grass regularly cut and all trash and debris removed. If an Owner of a Lot fails to maintain their Lot as required herein, the Association, after giving such Owner at least ten (10) days written notice, is hereby authorized, but shall not be hereby obligated, to maintain that Lot and said Owners shall reimburse Association for actual costs incurred therewith.

Section 15. Signs. Except as otherwise provided in this Declaration, no signs of any nature whatsoever shall be erected or displayed upon any of the Properties other than by Declarant, except when express prior written approval of the size, shape, content and location thereof has been obtained from the Association. Every Owner has the right, without the consent of the Association, to place upon his Lot one (1), but only one (1), professionally made sign which shall not be larger than nine (9) square feet and which shall contain no wording other than "For Sale" or "For Rent", the name and address of one (1) registered real estate broker and a phone number of Owner or his agent. Notwithstanding anything to the contrary, Declarant, its successors, agents or designated assigns, shall have the exclusive right to maintain signs of any type and size and for any purpose on the Properties.

(a) With the express written consent of the Association.

(b) If the trimming, pruning or other alteration of such tree is necessary because the tree or a portion thereof creates an eminent danger to person or property and there is not sufficient time to contact the Association for their approval.

Section 16. Amendments and Modifications by Declarant. Notwithstanding any provisions of these restrictions to the contrary, Declarant, its successors and designated assigns, reserves the right and authority, subject to FHA/VA approval (which approval need not be evidenced of public record), for 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 VIII without notice to or approval by other Owners, provided that such amendments, modifications, exceptions or variances shall be substantially consistent with the general uniform plan of residential development set forth herein. All amendment, 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.

ARTICLE IX - ARCHITECTURAL CONTROL

Section 1. Generally. Prior to the commencement of the work described therein, all building plans and specifications, including plot plan, grading plan and material lists, for the original construction, alteration or addition of structures, or for the erection of hedges and all plans for the landscaping of yards and yards that abut public streets, and all plans or agreements relating to the appearance, colors and materials to be used on the exterior of a structure, shall be approved in writing by the Declarant, its successors or designated assigns. Declarant shall have the absolute right to approve or disapprove said plans for any reason including aesthetic considerations. All plans must be sent to the Declarant by certified or registered mail, return receipt requested, at 1602 West Timberlane Drive, Plant City, Florida 33567, or such other address as the Declarant may hereafter from time to time designate in writing. Any plans not disapproved within thirty (30) days after their receipt by the Declarant shall be deemed approved. The rights granted to Declarant under this Section shall terminate on August 31, 2000, 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.

Section 2. Modifications. No Owner shall cause any additions, modifications, improvements or changes to be made on the exterior of their Dwelling, including painting, stone work or veneer, brick work or veneer, stucco or stucco veneer or any facade of any nature or other decoration, or the installation of electrical wiring, machinery, water softener or air-conditioning units which may protrude through the walls or roof, or in any manner change the appearance of any portion of the structure not within the walls of said structure, or change any grade or drainage flow of the Properties or modify any landscaping on the Properties without the written consent of the Declarant, for the period set forth in Section 1 of this Article and thereafter from the Board of Directors of the Association or any Architectural Control Committee designated by the Board of Directors. The Declarant, and subsequently the Board of Directors of the Association may establish any reasonable requirements it deems necessary to grant or deny such modifications, including but not limited to, the submission of full plans and specifications to the Declarant or Board of Directors of the Association, as applicable.

ARTICLE X - OTHER PROVISIONS

Section 1. HUD, FHA or VA Approval. As long as there is a Class B member, the following actions will require the prior approval of HUD or FHA or VA:

- (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; and
- (e) Amendment of this Declaration.
- (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 2. 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 this Declaration. 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 3. Severability. Invalidation of any one of these covenants, conditions 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 4. 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 as defined in Article I. 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 5. FNMA Requirements. Upon written request to the Association, identifying the name and address of the Institutional Lender, or insurer or guarantor thereof and the Lot number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of: (a) any condemnation loss or any casualty loss which affects a material portion of any Lot on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable; (b) any delinquency in the payment of assessments or charges owed by any Owner of a Lot subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days; (c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; (d) any proposed action which would require the consent of a specified percentage of mortgage holders.

Section 6. 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 7. 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 8. 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 9. 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.

ARTICLE XI - ADDITIONS TO PROPERTIES

Section 1. Additions to the Properties.

(a) Additional land within the areas described on attached Exhibit "D" which is owned by Walden Lake, Inc., a Delaware corporation, ("Walden Lake") or on attached Exhibit "E" may be brought within the jurisdiction and control of the Association in the manner specified in Section 2 of this Article 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 VA or FHA approves such action. Walden Lake hereby agrees to be bound by and does consent to and join in this Declaration by execution of that certain Consent and Joinder attached hereto and made a part hereof. 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, neither the land proposed to be added to the Properties nor any 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 Master Plan, unless 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 1, the Declarant neither commits to, nor warrants or represents, that any such additional development shall occur.

(b) The Declarant's 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, 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.

Section 2. 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:

(a) 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 any and all of the land proposed to be added to the Properties, provided that such additions are in accordance with the Master Plan or any amendments or

modifications thereof. Walden Lake agrees to join in and consent to any such addition Declarant elects, as necessary or required by Declarant.

(b) 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 by the VA or FHA.

Section 3. General Provisions Regarding Additions to the Properties.

(a) The additions authorized under Section 2(a) 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 3(d). Such supplement need only be executed by the Declarant and consented to and joined by Walden Lake, as necessary or required by Declarant, and shall not require the joinder or consent of the Association or its members. Such Supplement may contain such complementary 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 attached Exhibit "A".

(b) Regardless of which of the foregoing methods is used to add additional land to that subject to the terms and provisions 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 land 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.

(c) Prior to the addition of any land pursuant to Section 2(a) of this Article, the Declarant shall submit to VA or FHA plans for the development thereof.

(d) Notwithstanding anything to the contrary contained in this Article or elsewhere in this Declaration, so long as Declarant or Walden Lake, their successors or assigns, shall only hold an option to purchase, and not have fee simple title, to any land 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.

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

(f) For all other purposes of this Article, Walden Lake agrees to assign to Declarant any of its right, as to the land described in Exhibit "D" which Declarant proposes to add to the Properties, including, but not limited to, all voting rights. Declarant agrees to assume all obligations Walden Lake may incur under this Declaration as to the land described on Exhibit "D". For purposes of this Declaration, the membership rights of Walden Lake shall be Class B for voting purposes when assigned to Declarant.

Section 4. Voting Rights of the Declarant as to Additions to the Properties. The Declarant shall have no voting rights as to the land proposed to be added to the Properties, or any portion thereof, 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. For purposes of this Declaration, any unplatted land added to the Properties shall be deemed to contain eighteen (18) Lots per acre.

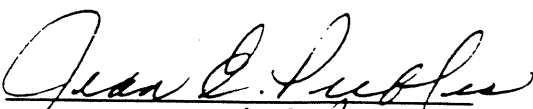
Section 5. Assessment Obligation of the Declarant as to Additions to the Properties. The Declarant shall have no assessment obligation as to the land proposed to be added to the Properties or any portion thereof until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. At such time, the Declarant shall have, but only as to such land as is added, the assessment obligation hereinafter set forth. As to such added land, the Declarant and the Record Title Holder shall be exempt from annual assessments with regard to Lots which it owns, upon the same terms and conditions as contained in this Declaration, and shall have the same right as therein provided to waive its exemption, and become subject to assessment at twenty-five percent (25%) of the annual assessment established for Lots owned by Class A members other than the Declarant and the Record Title Holder.

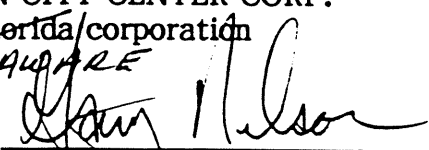
Section 6. Voting Rights of Owners Other than the Declarant as to Additions to the Properties. Any Lots on land added to the Properties which are owned by Owners other than the Declarant or Walden Lake shall be entitled to voting rights identical to those granted by this Declaration to other Owners of Class A Lots.

Section 7. Assessment Obligation of Owners Other than the Declarant as to Additions to the Properties. Any Lots on land added to the Properties which are owned by Owners other than the Declarant or Walden Lake shall be subject to assessments, both annual, special and otherwise in accordance with the terms and provisions of this Declaration in the same manner as all other Owners of Class A Lots within the Properties.

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 23rd day of September, 1993.

Signed, sealed and delivered in the presence of:


Printed name: JEAN E. PEEBLES

SUN CITY CENTER CORP.
a Florida corporation
DELAWARE
By: 
Printed name: Gary Nelson
Its Vice President

Jean E. Peebles
Printed name: JEAN E. PEEBLES

Attest: [Signature]
Printed name: Eric D. Nelson
Its _____ Secretary

1602 West Timberlane Drive
Plant City, FL 33567

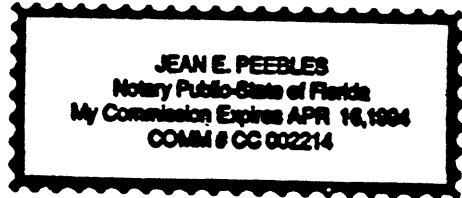
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 23rd day of Sept., 1993,
by Guy Nelson as Vice President, and Eric Hickman as
Secretary, respectively, of SUN CITY CENTER CORP., a Florida corporation, on behalf of
the corporation, who are personally known to me or who have produced personally
known as identification. DELAWARE

Jean E. Peebles
Printed Name: JEAN E. PEEBLES
Notary Public, Commission Number 2214
My Commission Expires: 4-16-94

WAL1038.CCR



DESCRIPTION

A parcel of land lying within Section 12, Township 29 South, Range 21 East, Hillsborough County, Florida, more particularly described as follows:

Commence at the Northwest corner of the Southeast 1/4 of said Section 12; thence on the North boundary thereof, S 88°49'56" E, a distance of 1065.22 feet, to the POINT OF BEGINNING, said point being on the Easterly right-of-way boundary of West Timberlane Drive; thence continuing on said North boundary of the Southeast 1/4 of Section 12, S 88°49'56" E, said North boundary also being the South boundary of Walden Lake Unit 34/35 as recorded in P.B. 61, Page 37 of the public records of Hillsborough County, Florida, a distance of 272.39 feet, to the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 12; thence continuing on the said North boundary of the Southeast 1/4 of Section 12 and said South boundary of Walden Lake Unit 34/35, S 88°49'56" E, a distance of 602.52 feet; thence departing said North boundary of the Southeast 1/4 of Section 12 and the South boundary of Walden Lake Unit 34/35, S 00°29'24" W, a distance of 341.11 feet; thence S 27°13'52" W, a distance of 90.34 feet; thence S 39°30'05" E, a distance of 82.99 feet; thence S 54°53'08" W, a distance of 177.10 feet, to a point of intersection with a non-tangent curve, concave Northeasterly, having a radius of 150.00 feet and a central angle of 30°31'27", thence Southeasterly along the arc of said curve to the left, from which the local tangent at the beginning point bears S 34°51'12" E, a distance of 79.91 feet, said arc subtended by a chord which bears S 50°06'56" E, a distance of 78.97 feet to the point of intersection with a non-tangent line; thence S 24°37'20" W, a distance of 193.21 feet; thence S 17°36'31" W, a distance of 137.32 feet; thence S 66°37'07" W, a distance of 129.80 feet, to a point of intersection with a non-tangent curve, concave Northeasterly, having a radius of 250.00 feet and a central angle of 07°55'47", thence Southeasterly along the arc of said curve to the left, from which the local tangent at the beginning point bears S 23°22'53" E, a distance of 34.60 feet, said arc subtended by a chord which bears S 27°20'49" E, a distance of 34.57 feet to the point of intersection with a non-tangent line; thence S 58°41'19" W, a distance of 188.35 feet; thence S 34°03'36" E, a distance of 238.67 feet, to a point of intersection with the South boundary of the North 1/2 of the Southeast 1/4 of said Section 12; thence on the South boundary thereof, N 88°55'07" W, a distance of 284.49 feet, to the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 12; thence continuing on said South boundary, N 88°55'07" W, a distance of 486.53 feet, to a point of intersection with the Easterly boundary of Walden Lake Unit 33-4, as recorded in P.B. 71, Page 49 of the public records of Hillsborough County, Florida; thence departing said South boundary, and on said Easterly boundary, N 17°07'26" W, a distance of 456.03 feet, to a point of intersection with the Easterly right-of-way boundary of West Timberlane Drive; thence departing the Easterly boundary of Walden Lake Unit 33-4, and on said Easterly right-of-way boundary, N 51°24'37" E, a distance of 30.73 feet, to the beginning of a curve, concave Northwesterly, having a radius of 900.00 feet and a central angle of 52°51'48", thence Northeasterly along the arc of said curve to the left, a distance of 830.38 feet, said arc subtended by a chord which bears N 24°58'44" E, a distance of 801.23 feet to the curve's end; thence N 01°27'09" W, a distance of 144.38 feet, to the POINT OF BEGINNING; Containing 26.8029 acres of land, more or less which has been platted as WALDEN LAKE UNIT 33-2, PHASE A, according to the plat thereof recorded in Plat Book 72, Page 36, of the Public Records of Hillsborough County, Florida.

Rear Yard Line

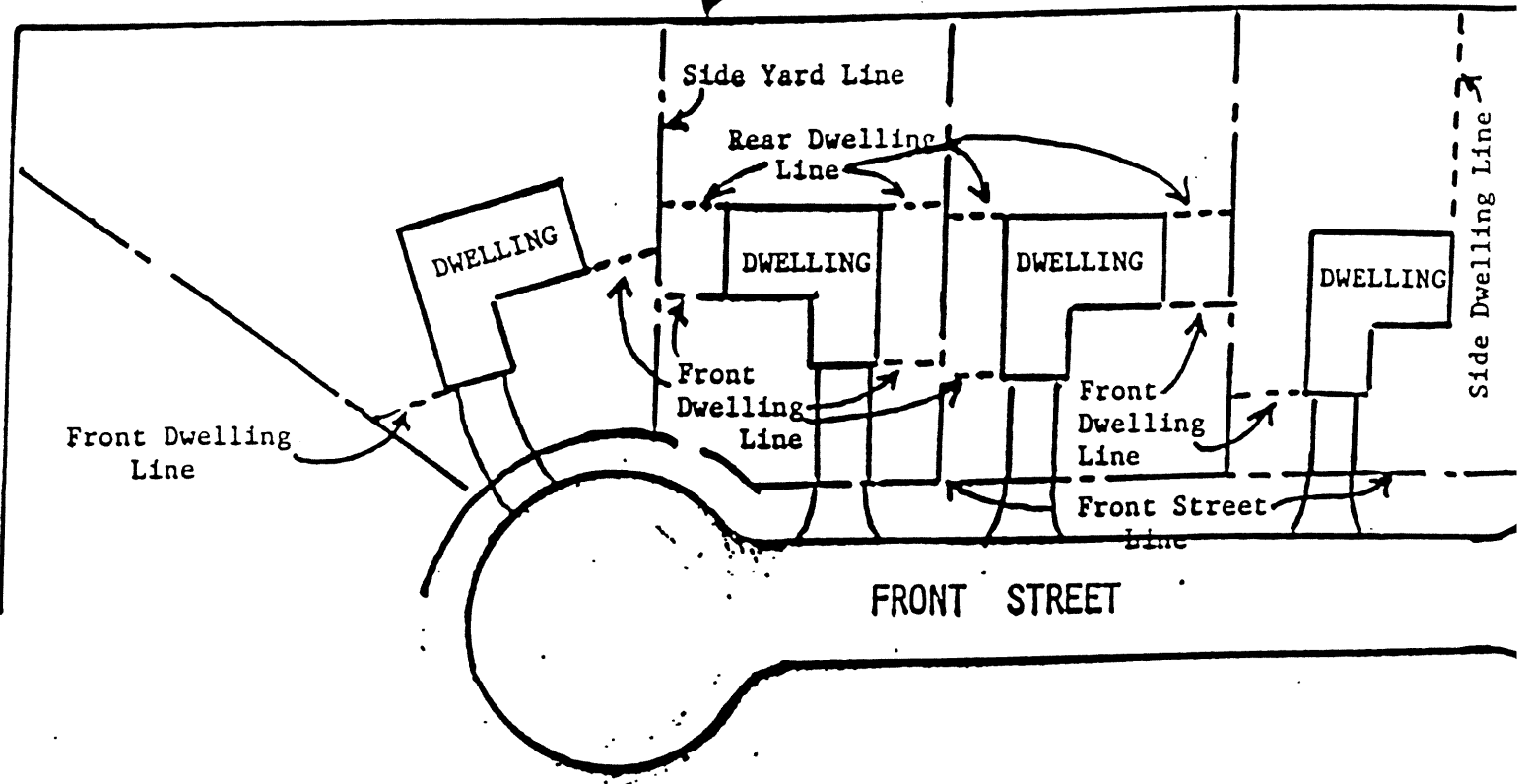
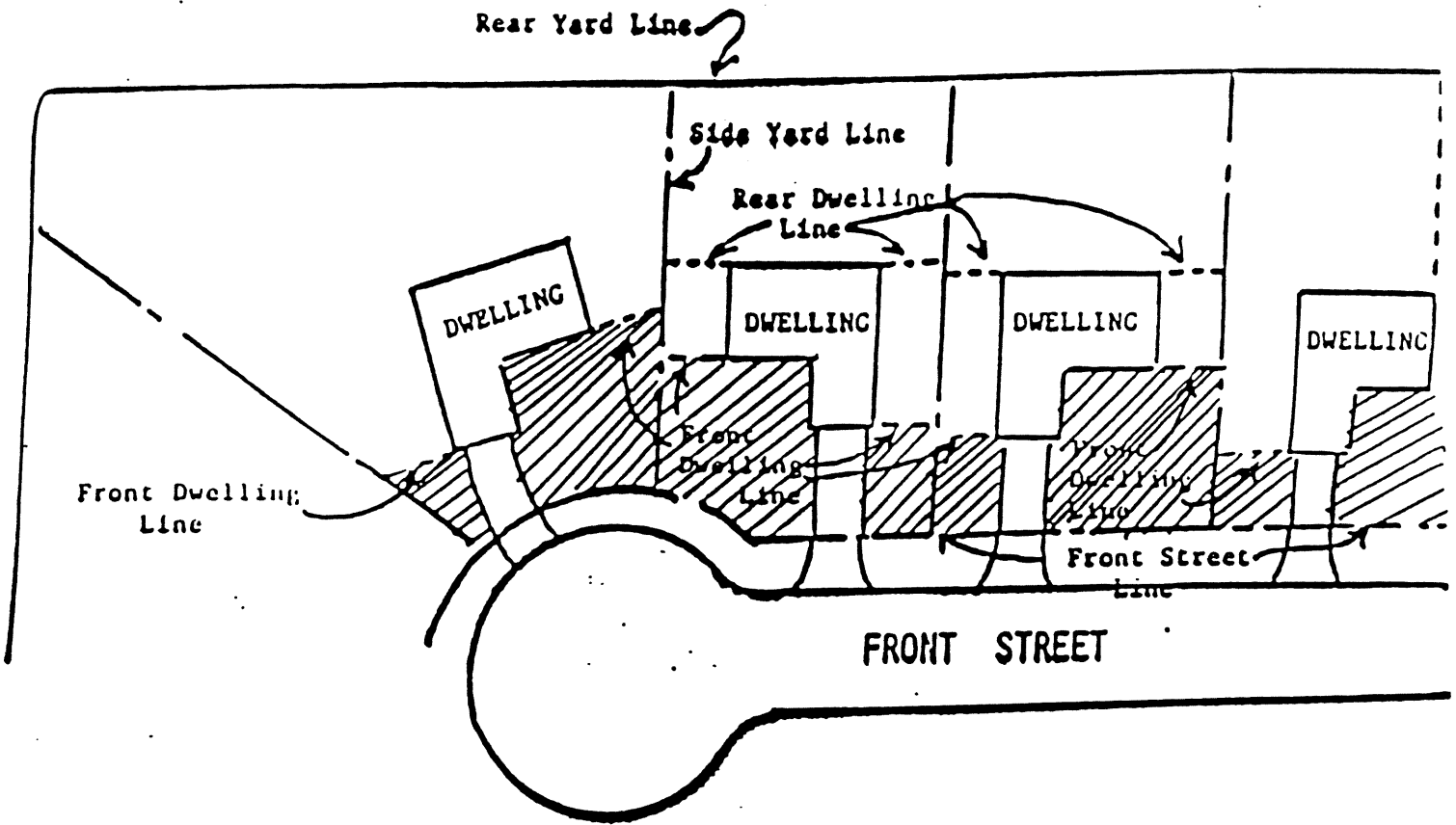


EXHIBIT "B"



Areas where fences are prohibited-

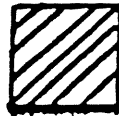


EXHIBIT "C"

EXHIBIT "D"

LEGAL DESCRIPTION

A parcel of land lying in the SE 1/4 of Section 12, Township 29 South, Range 21 East, Hillsborough County, Florida, being more particularly described as follows:

Beginning at the NE corner of the SE 1/4 of said Section 12; thence on the East boundary thereof, S00°29'24"W, a distance of 1,348.0 feet; thence S89°56'14"W, a distance of 10.0 feet; thence S00°29'44"W, a distance of 21.04 feet to the Point of Beginning; thence S00°29'44"W, a distance of 1,126.62 feet; thence N89°00'27"W, a distance of 90.0 feet; thence S00°29'44"W, a distance of 115.67 feet; thence N89°17'17"W, a distance of 567.39 feet; thence N00°27'40"E, a distance of 1,207.95 feet; thence S89°30'36"E, a distance of 508.2 feet; thence N00°29'24"E, a distance of 31.35 feet; thence S89°30'36"E, a distance of 149.91 feet to the Point of Beginning.

Containing 18.13 acres more or less.

A parcel of land lying within Section 12, Township 29 South, Range 21 East, Hillsborough County, Florida, more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 12; thence on the North boundary thereof, S 88°49'56" E, said North boundary also being the South boundary of Walden Lake Unit 34/35 as recorded in P.B. 61, Page 37 of the public records of Hillsborough County, Florida, a distance of 602.52 feet, to the POINT OF BEGINNING; thence continuing on said North boundary, S 88°49'56" E, a distance of 735.09 feet to the Northeast corner of the Southeast 1/4 of said Section 12; thence departing said North boundary and said South boundary of Walden Lake Unit 34/35, and on the East boundary of the Southeast 1/4 of said Section 12, S 00°29'24" W, a distance of 1327.25 feet to the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of said Section 12; thence continuing on said East boundary, S 00°29'24" W, a distance of 20.52 feet; thence departing said East boundary, N 89°30'36" W, a distance of 160.00 feet; thence S 00°29'24" W, a distance of 31.35 feet; thence N 89°30'36" W, a distance of 508.21 feet to a point on the East boundary of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 12; thence on said East boundary, N 00°28'12" E, a distance of 58.77 feet to a point on the South boundary of the Northeast 1/4 of the Southeast 1/4 of said Section 12; thence departing said East boundary and on said South boundary, N 88°55'07" W, a distance of 383.79 feet; thence departing said South boundary, N 34°03'36" W, a distance of 238.67 feet; thence N 58°41'19" E, a distance of 188.35 feet; to a point of intersection with a non-tangent curve, concave Northeasterly, having a radius of 250.00 feet and a central angle of 07°55'47", thence Northwesterly along the arc of said curve to the right, from which the local tangent at the beginning point bears N 31°18'41" W, a distance of 34.60 feet, said arc subtended by a chord which bears N 27°20'49" W, a distance of 34.57 feet to the point of intersection with a non-tangent line; thence N 66°37'07" E, a distance of 129.80 feet; thence N 17°36'31" E, a distance of 137.32 feet; thence N 24°37'20" E, a distance of 193.21 feet; to a point of intersection with a non-tangent curve, concave Northeasterly, having a radius of 150.00 feet and a central angle of 30°31'27", thence Northwesterly along the arc of said curve to the right, from which the local tangent at the beginning point bears N 65°22'39" W, a distance of 79.91 feet, said arc subtended by a chord which bears N 50°06'56" W, a distance of 78.97 feet to the point of intersection with a non-tangent line; thence N 54°53'08" E, a distance of 177.10 feet; thence N 39°30'05" W, a distance of 82.99 feet; thence N 27°13'52" E, a distance of 90.34 feet; thence N 00°29'24" E, a distance of 341.11 feet, to the POINT OF BEGINNING; Containing 27.5222 acres of land, more or less.

CONSENT AND JOINDER OF WALDEN LAKE, INC.

The undersigned, WALDEN LAKE, INC., a Delaware corporation, being the owner of the real property located in Hillsborough County, Florida, and more particularly described on Exhibit "D" to the Declaration of Covenants, Conditions and Restrictions of Emerald Forest (hereinafter the "Declaration") to which this consent and joinder is attached, and which is incorporated herein by this reference, does hereby consent to and join in the execution and recording of the Declaration for the purposes expressed therein.

IN WITNESS WHEREOF the undersigned has executed this Consent and Joinder on the 23rd day of September, 1993.

Signed, sealed and delivered
in the presence of:

WALDEN LAKE, INC.
a Delaware corporation

Jean E. Peebles
Printed name: JEAN E. PEEBLES

By: Gary Nelson
Printed name: Gary Nelson
Its Vice President

ATTEST:

Jean E. Peebles
Printed name: JEAN E. PEEBLES

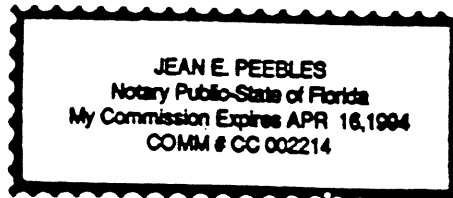
By: Lillie M. Robak
Printed name: LILLIE M. ROBAK
Its ASSISTANT Secretary

1602 West Timberlane Drive
Plant City, FL 33567

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 23rd day of Sept., 1993, by Gary Nelson and Lillie M. Robak, the Vice President and Asst. Secretary, respectively, of WALDEN LAKE, INC., a Delaware corporation, on behalf of the Corporation, who are personally known to me or have produced personally known as identification.

Jean E. Peebles
Printed Name: JEAN E. PEEBLES
Notary Public, Commission Number 2214
My Commission Expires: 4-16-94



**Emerald Forest Homeowners
Association, Inc.**

Deed Restricted Documents

**First Amendment to Covenants, Conditions &
Restrictions**

Prepared December 16, 1994

OFFICE: 7620 PG 1973
RECORDS

Prepared by and return to:
Julius J. Zschau, Esq.
Johnson, Ezekely, Pope, Bator,
Ruppel & Burns, P.A.
911 Chestnut Street
Clearwater, FL 34618
(813) 481-1818

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

**FIRST AMENDMENT AND SUPPLEMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF EMERALD FOREST**

THIS SUPPLEMENT AND AMENDMENT (the "Amendment") made this
16 day of December, 1994, by FLORIDA DESIGN
COMMUNITIES, INC., a Delaware corporation qualified to do business in Florida,
hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, SUN CITY CENTER CORP., a Delaware corp. (hereinafter
"Sun City") heretofore imposed certain covenants and restrictions upon real
property in Hillsborough County, Florida, by virtue of that certain Declaration of
Covenants, Conditions and Restrictions of Emerald Forest as recorded in O.R.
Book 7132, at page 1331, Public Records of Hillsborough County, Florida
(hereinafter, together with any recorded amendments or supplements thereto,
called the "Declaration"); and

WHEREAS, FLORIDA DESIGN COMMUNITIES, INC., a Delaware
corporation, is successor by merger to Sun City and has been assigned by Sun
City all of the rights of Declarant under the Declaration; and

WHEREAS, there was reserved to Declarant the right in the Declaration,
pursuant to Article VII, Section 5, to amend the Declaration; and

WHEREAS, Declarant wishes to amend the Declaration for the purpose of
setting forth the maintenance responsibilities of the Owners and to reserve
easements for drainage within the land described on Exhibit "A" to the
Declaration; and

WHEREAS, there was reserved to Declarant the right in the Declaration,
pursuant to Article XI, to bring additional land within the jurisdiction and control of
the Association and to make it subject to the scheme of the Declaration; and

WHEREAS, Declarant wishes to submit additional land to the jurisdiction
and control of the Association and make it subject to the scheme of the
Declaration; and

WHEREAS, Declarant is the owner in fee simple of the real property described in Exhibit "A";

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

(As used herein the following shall apply: words in the text which are lined through with hyphens (—) indicate deletions from the present text; words in the text which are underlined indicate additions to the present text.)

1. Exhibit "A" to the Declaration is hereby amended by the addition of the real property described on Exhibit "A" attached hereto and incorporated herein by reference and said real property shall be subject to each and every term, condition, covenant and restriction of the Declaration as it exists and as it may be and may have been amended from time to time.

2. Article VI, Section 14 is hereby amended to read as follows:

Section 14. Special Assessment for Maintenance Obligations of Owners. In the event an Owner obligated to maintain, replace or repair any fence, or portion thereof, pursuant to this Declaration shall fall to do so, or should an Owner fail to perform any other repair, replacement or maintenance for which such Owner is responsible pursuant to this Declaration, the Association, upon ten (10) 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 Article VI, Section 9 above.

3. Article VIII, Section 4 (a) is hereby amended to read as follows:

Section 4. Easements.

(a) Perpetual easements for the installation and maintenance of utilities and drainage areas are hereby reserved both to Declarant, Plant City 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). Declarant, Plant City and Hillsborough County each shall have the right to convey such easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Declarant also hereby reserves unto itself, the Master Association, the Association and any owner, present or future, of land adjacent to the Properties, perpetual easements for drainage over, through and across the eastern 15 feet of Lots 1 through 15, Block 1, inclusive, and the southern 15 feet of Lots 26 through 34, Block 3;

Inclusive. 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 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.

4. The Declaration is hereby incorporated by reference as though fully set forth herein, and except as specifically amended hereinabove, is ratified and confirmed in its entirety.

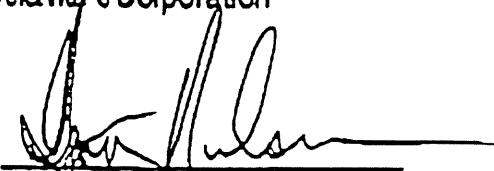
5. This Amendment shall be effective immediately upon being recorded in Hillsborough County, Florida.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Amendment to be executed by its duly authorized officers and affixed its corporate seal.

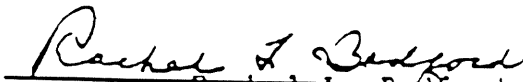
Signed, sealed and delivered
In the presence of:

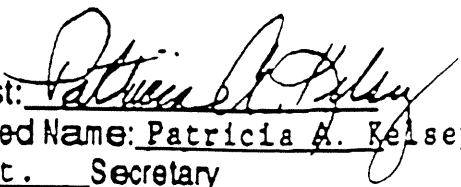
FLORIDA DESIGN COMMUNITIES, INC.,
a Delaware corporation


Printed Name: Kathryn A. Zimmerman

By: 
Printed Name: Gary Nelson

President


Printed Name: Rachel L. Bedford

Attest: 
Printed Name: Patricia A. Kelsey
Asst. Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Hillsborough

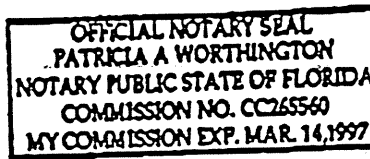
The foregoing instrument was executed before me this 16th day of December, 1994, by Gary Nelson and Patricia A. Kelsey as President and Asst. Secretary, respectively, of FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation, on behalf of the corporation, and who are personally known to me or who have produced _____ as identification.

Patricia A. Worthington

Printed Name: _____

Notary Public Commission No. _____

My commission expires: _____



DESCRIPTION

A Parcel of land, a portion of which is a portion of Lot 23, Block 3, and Lot 26 Block 2 of WALDEN LAKE UNIT 33-2, PHASE A, as recorded in Plat Book 72, Page 36 of the Public Records of Hillsborough County, Florida, said parcel lying in Section 12, Township 29 South, Range 21 East, Hillsborough County, Florida, and being more particularly described as follows:

Commencing at the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 12, Township 29 South, Range 21 East; thence on the East boundary thereof S 00°29'40"W a distance of 1327.27 feet to the Southeast corner of the Northeast 1/4 of the Southeast 1/4, thence N 88°55'07"W, on the South boundary of the Northeast 1/4 of the Southeast 1/4 of said Section 12 a distance of 10.00 feet; thence S 00°29'40"W a distance of 20.10 feet; thence N 89°30'23"W, a distance of 150.00 feet; thence S 00°29'40"W, a distance of 31.64 feet; thence N 89°01'33"W a distance of 508.14 feet to a point on the East line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 12; thence on the said East boundary of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 12, N 00°28'46"E, a distance of 54.23 feet to a point on the South boundary of the Northeast 1/4 of the Southeast 1/4 of said Section 12; thence on the South boundary of said Northeast 1/4 of the Southeast 1/4 of Section 12, N 88°55'06"W, a distance of 384.00 feet to the Southeast corner of previously Platted Walden Lake Unit 33-2, Phase A, as recorded in Plat Book 72, Page 36 of the Public Records of Hillsborough County, Florida; thence continue, N 88°55'07"W a distance of 241.29 feet, thence N 15°38'03"W a distance of 277.39 feet; thence on the Southerly line of Lot 22, Block 3 of previously Platted Walden Lake Unit 33-2, Phase A, N 79°15'52"E, a distance of 147.76 feet; thence continue on said Southerly boundary line N 69°53'21"E a distance of 180.01 feet to a point on the Northerly right of way line of Alcott Ave; thence Northwesterly along said Northerly right of way line, N 20°06'39"W, a distance of 54.10 feet; thence N 69°53'21"E, on the Southeast boundary of Lot 25, Block 2 of the said previously Platted Walden Lake Unit 33-2, Phase A a distance of 194.87 feet; thence N 17°36'32"E a distance of 31.28 feet; thence on the Easterly boundary line of Walden Lake Unit 33-2, Phase A the following: N 24°37'20"E, 193.21 feet to a point on the Northerly right of way of Kilauea Drive; said point being the point of intersection with a non-tangent curve, concave Northwesterly, having a radius of 150.00 feet and a central angle of 30°31'27". thence Northwesterly along the arc of said curve to the right, 78.79 feet, said arc subtended by a chord which bears N 50°06'56"W to the curves end; thence departing said right of way line, N 54°53'08", a distance of 177.10 feet; thence N 39°30'05"W a distance of 82.99 feet; thence N 27°13'52"E a distance of 90.34 feet; thence N 00°29'24"E a distance of 341.11 feet to a point on the North boundary of the NE 1/4 of the SE 1/4 of said Section 12. Said line also being the Southerly boundary of Walden Lake Unit 34/35, as recorded in Plat Book 61, Page 37 of the Public Records of Hillsborough County, Florida; thence on the South boundary of said Walden Lake Unit 34/35, S 88°49'56"E a distance of 735.27 feet to the Point of Beginning.

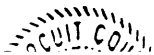
Said Tract Containing, 29.406 Acres MORE OR LESS.

which has been platted as WALDEN LAKE UNIT 33-2, PHASE B, in Plat Book 74, at page 40, Public Records of Hillsborough County, Florida.

STATE OF FLORIDA)
 COUNTY OF HILLSBOROUGH)

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE IN MY OFFICE WITNESS MY HAND AND OFFICIAL SEAL THIS 13TH DAY OF

EXHIBIT "A"



CLERK 20 01

**Emerald Forest Homeowners
Association, Inc.**

Deed Restricted Documents

**Second Amendment to Covenants, Conditions
& Restrictions**

Prepared January 6, 1996

Prepared by and return to:
Julius J. Zschau, Esq.
Johnson, Blakely, Pope, Becker,
Ruppel & Burns, P.A.
911 Chestnut Street
Clearwater, FL 34616
(813) 461-1818

1996 MAR 11 PM 4: 24

**SECOND AMENDMENT AND SUPPLEMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF EMERALD FOREST**

10th THIS SUPPLEMENT AND AMENDMENT (the "Amendment") made this
day of *January*, 1996, by FLORIDA DESIGN COMMUNITIES, INC., a
Delaware corporation qualified to do business in Florida hereinafter referred to
as "Declarant."

96057890

W I N E S S E I H

WHEREAS, SUN CITY CENTER CORP., a Delaware corp. (hereinafter
"Sun City") heretofore imposed certain covenants and restrictions upon real
property in Hillsborough County, Florida, by virtue of that certain Declaration of
Covenants, Conditions and Restrictions of Emerald Forest as recorded in O.R.
Book 7132, at Page 1331, Public Records of Hillsborough County, Florida
(hereinafter, together with any recorded amendments or supplements thereto,
called the "Declaration"); and

WHEREAS, FLORIDA DESIGN COMMUNITIES, INC., a Delaware
corporation, is successor by merger to Sun City and has been assigned by Sun
City all of the rights of Declarant under the Declaration; and

WHEREAS, there was reserved to Declarant the right in the Declaration,
pursuant to Article VII, Section 5, to amend the Declaration without the approval
or joinder of the Association or other Owners (as those terms are defined in the
Declaration); and

WHEREAS, there was reserved to Declarant the right in the Declaration
pursuant to Article XI, to bring additional land within the jurisdiction and control
of the Association; and

RICHARD AXE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

WHEREAS, Declarant wishes to amend the Declaration by the addition of the real property described on Schedule 1 attached hereto and by reference made a part hereof; and

WHEREAS, Declarant is the owner in fee simple of the real property described on Schedule 1;

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Exhibit "A" to the Declaration is hereby amended by the addition of the real property described on Schedule 1 attached hereto and said real property shall be subject to each and every term, condition, covenant and restriction of the Declaration as it exists and as it may be and may have been amended from time to time.

2. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein, and except as specifically amended hereinabove, is ratified and confirmed in its entirety.

3. This Amendment shall be effective immediately upon being recorded in Hillsborough County, Florida.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Amendment to be executed by its duly authorized officers and affixed its corporate seal.

Signed, sealed and delivered
in the presence of:

Catherine L. Way
Print Name: CATHERINE L. WAY

G.E. Zerbe
Print Name: G.E. Zerbe

FLORIDA DESIGN
COMMUNITIES, INC.
a Delaware corporation

By: Gary Nelson
Gary Nelson
Vice President

Attest: Patricia A. Kelsey
Print Name: PATRICIA A. KELSEY
Asst. Secretary

278 074 20229

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was executed before me this 6th day of January, 1998, by Gary Nelson and Patricia A. Nelson as Vice President and Secretary, respectively, of FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation, on behalf of the corporation, and who are personally known to me or who have produced personally as identification.

Jean E. Peebles
Print Name: JEAN E. PEEBLES
Notary Public Commission No. 382245
My commission expires: 6-13-98

01/31/98 1:23 PM
25712.82297
[6029793.01]



JEAN E. PEEBLES
Notary Public, State of Florida
My Comm. Exp. June 13, 1998
Comm. No. 00 382245

SCHEDULE 1

LEGAL DESCRIPTION

A parcel of land lying in the SE 1/4 of Section 12, Township 29 South, Range 21 East, Hillsborough County, Florida, being more particularly described as follows:

Beginning at the NE corner of the SE 1/4 of said Section 12; thence on the East boundary thereof, S00°28'24"W, a distance of 1,348.0 feet; thence S89°56'14"W, a distance of 10.0 feet; thence S00°28'44"W, a distance of 21.04 feet to the Point of Beginning; thence S00°28'44"W, a distance of 1,128.62 feet; thence N89°00'27"W, a distance of 90.0 feet; thence S00°28'44"W, a distance of 115.67 feet; thence N89°17'17"W, a distance of 567.39 feet; thence N00°27'40"E, a distance of 1,207.95 feet; thence S89°30'38"E, a distance of 508.2 feet; thence N00°28'24"E, a distance of 31.35 feet; thence S89°30'38"E, a distance of 149.91 feet to the Point of Beginning.

Containing 18.13 acres more or less.

SCHEDULE 1

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE IN MY OFFICE WITNESS MY HAND AND OFFICIAL SEAL THIS 13TH DAY OF



August 20 01

Emerald Forest Homeowners
Association, Inc.

Deed Restricted Documents

Third Amendment to Covenants, Conditions &
Restrictions

Prepared August 13, 2001

THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF EMERALD FOREST

RECORDED 06/13/2001 03:38 PM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK S Meany

THIS THIRD AMENDMENT TO DECLARATION (herein "Third Amendment"), made on the date hereinafter set forth by vote of the membership of the HOMEOWNERS ASSOCIATION OF EMERALD FOREST, INC., a Florida not-for-profit corporation, hereinafter referred to as "Association."

WITNESSETH:

WHEREAS, Sun City Center Corp., a Delaware corporation, as Declarant, in order to create an exclusive residential community known as "EMERALD FOREST," did cause that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EMERALD FOREST to be recorded in Official Records Book 7132, Pages 1331 through 1359 of the Public Records of Hillsborough County, Florida (the "Original Declaration"); and

WHEREAS, Florida Design Communities, Inc., a Delaware corporation, as successor by merger to Sun City Center Corp. and assignee of all of the rights of Declarant under the Original Declaration, did cause that certain FIRST AMENDMENT AND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EMERALD FOREST to be recorded in Official Records Book 7620, Pages 1973 through 1977 of the Public Records of Hillsborough County, Florida (the "First Amendment") and that certain SECOND AMENDMENT AND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EMERALD FOREST to be recorded in Official Records Book 7620, Pages 1973 through 1977 of the Public Records of Hillsborough County, Florida (the "Second Amendment") (the Original Declaration, First Amendment and Second Amendment hereinafter collectively and cumulatively referred to as the "Declaration"); and

WHEREAS, all of the Lots within EMERALD FOREST have been sold and conveyed to Owners other than Declarant, Class B membership rights of Declarant have terminated in accordance with Article IV, Section 3 of the Declaration, and the Class A membership has assumed control of the Association.

NOW THEREFORE, the Association hereby amends the Declaration as set forth below. All capitalized terms used in this Third Amendment and not defined herein, shall have the same meanings given by definition in the Declaration.

- (1) Article I of the Declaration is hereby amended by adding Section 26. to read as follows:

Section 26: "Homeowner Review Arbitration Committee" shall mean and refer to persons designated from time to time to perform the duties of the Committee as set forth herein and their successors and assigns. In accordance with the Florida Statutes 720.305.

(1)(d) "comprised of three (3) non-adjacent homeowners selected by the Board/Appellant Committee.

(2) Article V of the Declaration is hereby amended by adding Section 8, to read as follows:

Section 8. Levy of Fines: The Association shall have the authority to impose fines against any Owner found to be in violation of any applicable provision of this Declaration found in Article VIII, Use Restrictions, or Article IX, Architectural Control, subject to procedural requirements as stated below, and fine amounts established by law. Board Procedures to address Covenants/Restrictions Infractions and Appeal/Redress Process for Homeowners:

(a) Initial contact will be an informal telephone call made by a Board member to the Homeowner explaining the nature of the non-compliance issue(s).

(b) An initial Board letter ("Notice of Covenants/Restrictions Infraction," Exhibit F) will be sent to the Homeowner for notification of infraction. Homeowner will be provided with a "Homeowner Response Form" (Exhibit G) at this time for the purpose(s) of:

(1) Responding to the Board letter;

(2) Notifying the Board of intent/manner in which compliance with Covenants/Restrictions will be undertaken;

(3) Requesting to appear before the Board, all within ten (10) days of receipt of letter.

(c) If the issue(s) is still unresolved or if there is no response from Homeowner after this initial step a 2nd Board letter ("Notice of Covenants/Restrictions Infraction,") will be sent via Certified Mail. Homeowner will again be provided with a "Homeowner Response Form" at this time for the purpose(s) of:

(1) Responding to the Board letter;

(2) Notifying the Board of intent/manner in which compliance with Covenants/Restrictions will be undertaken;

(3) Requesting to appear before the Board, all within ten (10) days of receipt of certified letter.

(d) If the issue(s) is still unresolved or if there is no response from Homeowner after this step, then a fine of \$100 (one hundred) per occurrence will be levied by the Board with 2/3 Board approval. A notification of intent to levy a fine will be sent to Homeowner via Certified Mail. The Homeowner will have the right to appeal the Board's decision to levy a fine before a "Homeowner Review Arbitration Committee" (as defined in Article I, section 26)*

(e) The Board may place a Lien upon the Homeowner's property to recover the cost incurred by the Association of bringing the property under compliance. Failure by the Association or by any Owner to enforce this covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3. Article VIII, Section 5 of the Declaration is hereby amended to read as follows:

Section 5. Use of Accessory Structures: Other than the dwelling and its attached garage, no tent (except for backyard, overnight, recreational sleeping purposes and not in public view), shack, barn, utility shed, building, storage units (ie. Except for portable storage units such as Patio/pool storage containers can be used if not in public view and cannot be reasonably seen by adjoining properties), or animal enclosures of any kind (including but not limited to doghouses, cages, pens, or runs) shall, at any time, be erected or placed and used on any Lot temporarily or permanently, whether as a residence or for any other purpose; provided, however, a modular field construction office may be placed and used on a Lot in conjunction with and during reconstruction of the dwelling on that Lot.

4. Article VIII, Section 6 of the Declaration is hereby amended to read as follows:

Section 6. 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 and except for Association business, and all activities necessary to sell your home, not limited to those of real estate brokers and Owners and their agents who 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. An Owner or tenant residing in a dwelling erected upon a Lot may conduct a lawful vocation, trade or profession in such dwelling as a "Home Occupation" in accordance with the definition thereof in the Plant City Code and Hillsborough County laws and regulations.

5. Article VIII, Section 7 of the Declaration is hereby amended to read as follows:

Section 7. 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; and provided further that no more than a total of two (2) dogs and/or cats may be kept on any Lot except in such circumstances and under such conditions as have been approved in writing by the Board. Each dog and cat must be on a leash when the dog and cat is outside of the Owner's Lot.

6. Article VIII, Section 9 of the Declaration is hereby amended to read as follows:

Section 9. Vehicles. The parking and operation of vehicles within the Properties shall be subject to the following restrictions:

(a). Parking. No motor vehicles shall be parked on the Properties (refer to definition of Properties found in Article 1, Section 24) during the day or overnight except on a paved or concrete driveway or in a garage. No motor vehicles which are

primarily used for commercial purposes, other than those present on business, nor any trailers, may be parked on the Properties unless inside a garage and concealed from public view. Boats, boat trailers, campers, commercial trucks, commercial vans, motorcycles and other recreational vehicles shall be parked inside of garages and concealed from public view, or on the Lot behind the Rear Dwelling Line and concealed from view of adjoining Lots and general public view except for temporary (up to forty eight (48) hours) parking of boats, recreational vehicles or campers in driveway for maintenance/cleaning purposes; or for temporary parking of visitors' recreational vehicles or campers not to exceed ten (10) days with written permission from the Board. Any vehicle not in operable condition must be kept inside a garage and concealed from public view.

(b). Operation. An unlicensed operator may operate no motor vehicle on any part of the Properties, and no motor vehicle of any kind not licensed for operation on the highways, roads and streets of the State of Florida (including but not limited to motorized scooters and all-terrain vehicles) shall be operated within the Properties. For purposes of this restriction, a holder of a restricted operator's license shall be deemed a licensed operator only while operating a vehicle in compliance with the applicable restrictions of the license held by that operator. Nothing in this section, however, shall be construed to prohibit operation of a golf cart or a motorized disability access vehicle within the Properties in a manner authorized by applicable state law and local ordinance.

7. Article VIII, Section 10 of the Declaration is hereby amended to read as follows:

Section 10. Storage. No Lot shall be used for storage of rubbish. Trash, garbage or other waste shall not be kept except:

(a). in properly sealed and Plant City approved sanitary containers, which shall be concealed from public view; and

(b). placed at curbside on the night before scheduled pickup by the sanitation department and put back out of sight right after pickup.

(c). for yard waste/rubbish requiring a special pickup by the Plant City Sanitation Department which can be placed curbside prior to pickup in accordance with the city of Plant City Codes (i.e. Tree limbs, branches and other yard debris requiring notification of the Sanitation Department for special pickup separate from normal pickup days).

8. Article VIII, Section 12 of the Declaration is hereby amended to read as follows:

Section 12. Antennas and Satellite Dishes: The following types of exterior transmitting and receiving antennas shall not be allowed within the Properties, unless installed so as to be completely concealed from the public view, such as in attics or garages:

(a) AM FM radio;

(b) Amateur ("ham") radio;

(c) Citizen's Band ("CB") radio;

(d) Digital Audio Radio Services (“DARS”);

(e) Television receiving antennas specifically designed for signals originating from distant television broadcast stations as distinguished from television broadcast stations located within the local Tampa Bay area market;

(f) “Dish” antennas that are greater than one meter (39.37”) in diameter and are designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite;

(g) Antennas that are greater than one meter (39.37”) in diameter or diagonal measurement and are designed to receive video programming services via MMDS (wireless cable) or to receive or transmit fixed wireless signals other than via satellite; and

(h) Antennas designed for any other purpose not covered by Federal Communications Commissions regulations limiting the right of homeowner associations to prohibit, restrict or regulate the placement of such antennas.

(I) Wherever possible consistent with placement requirements dictated by considerations of signal quality and comparative cost of installation, antennas of the types described in subsections (f) and (g) above and of a size one meter (39.37”) or less in diameter or diagonal measurement shall be installed in locations concealed to the greatest extent possible from public view.

9. Article VIII, Section 14 of the Declaration is hereby amended to read as follows:

Section 14. Lot Upkeep. All Owners of Lots with completed houses thereon shall, as a minimum, maintain a grassed and/or landscaped front, side and rear yards, have the grass regularly cut, edged and string trimmed, have trees and shrubs trimmed and maintained so as to minimize hazards from falling or blowing limbs and visibility obstructions at street corners, and have all trash and debris removed. If an Owner of a Lot fails to maintain their Lot as required herein, the Association, after giving such Owner at least ten (10) days written notice, is hereby authorized, but shall not be hereby obligated, to maintain that Lot and said Owners shall reimburse the Association for actual costs incurred therewith, as stated in the WLCA master agreement.

10. Article IX, Section 1 of the Declaration is hereby amended to read as follows:

Section 1. Generally. Emerald Forest has been completely built out pursuant to building plans and specifications, including plot plan, grading plan, and materials lists for the original construction of a single family dwelling on each Lot (or combination of Lots on which there has been sited a single dwelling), plans for the erection of hedges, for the landscaping of yards and yards that abut public streets, and plans or agreements relating to the appearance, colors, and materials used on the exteriors of structures, all of which were submitted to Declarant for approval in accordance with this Article IX, Section 1 as it appeared in the Original Declaration. The rights of the original Declarant to review and approve or reject such plans has expired in accordance with this Article IX, Section 1 as it

appeared in the Original Declaration. Accordingly, in the event any Owner desires to undertake demolition and complete reconstruction of a dwelling on any Lot (or combination of Lots), the same shall be subject to the same scope and basis for review as provided for in the Original Declaration for the original construction, such review to be conducted under the same procedural requirements and within the same response time by the Board of Directors or an Architectural Committee designated by the Board of Directors.

11. Article IX, Section 2 of the Declaration is hereby amended to read as follows:

Section 2. Modifications. No owner shall cause any additions, modifications, improvements, or changes to be made to the exterior of their Dwelling, including painting, stone work or veneer, brick work or veneer, stucco or stucco veneer or any façade of any nature or other decoration, or the installation of electrical wiring, machinery, water softener or air conditioning units which may protrude through the walls or roof, or in any manner change the appearance of any portion of the structure not within the walls of said structure, or change any grade or drainage flow of the Properties or modify any landscaping on the Properties without the written consent of the Board of Directors or the Architectural Committee designated by the Board of Directors. The Board of Directors may establish any reasonable requirements it deems necessary to grant or deny such modifications, including but not limited to, the submission of full plans and specifications to the Board of Directors or designated Architectural Committee. Refer to Article IX, Section 9 for submission requirements. The Architectural Control Committee shall have the Power to promulgate such rules and regulations, as it deems necessary to carry out the provisions and intent of this Section.

12. Article IX of the Declaration is hereby amended by adding Section 3, to read as follows:

Section 3. The Architectural Control Committee: The Architectural Control Committee shall be composed of such persons, but not less than three (3), as may be appointed from time to time by the majority vote of the Board of Directors, which shall have the absolute power to remove any member from the Committee. A majority of the Committee may take any action the Committee is empowered to take, and may designate a representative or agent to act for the Committee. In the event of death, removal, or resignation, of any member of the Committee, the remaining members shall have full authority to designate a successor until such time as the Board shall appoint an alternative successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this Covenant.

13. Article IX of the Declaration is hereby amended by adding Section 4, to read as follows:

Section 4. Liability of Architectural Control Committee: The Architectural Control Committee and each of its members shall not be liable in damages to anyone submitting plans for approval or to any Owner by reason of mistake in judgment, negligence, or malfeasance of said Committee, its members, agents or employees, arising

out of, or in connection with, the approval or disapproval, by the submitting of such plans, and any Owner by acquiring title to any lot, agrees that such person shall not bring any action or claim for any such damages against the Architectural Control Committee, its members, agents or employees.

14. Article IX of the Declaration is hereby amended by adding Section 5, to read as follows:

Section 5. Exterior Appearances and Landscape. The paint, coating, stain and other exterior finishing colors or surface finishes on all Homes may be maintained as that originally installed without prior approval of the Architectural Control Committee. Landscaping of each portion of the Property, including without limitations, the trees, shrubs, lawns, flowerbeds, walkways and ground elevations, may be maintained as originally installed, without the prior approval from the Architectural Control Committee. Landscaping shall meet the minimum requirements as set forth herein.

15. Article IX of the Declaration is hereby amended by adding Section 6, to read as follows:

Section 6. Addition of Exterior Structures. No exterior structure will be erected on the Properties without the prior approval of the Board of Directors or the Architectural Committee when designated. Refer to Article IX, Section 9 for submission requirements. External structures include, but are not limited to, trellises, gazebos, decks, tree houses, swimming pools, tennis courts, playhouses, walls, permanent barbecues, porches, screen enclosures, outside kitchens, fountains, ponds, waterfalls, permanent basketball hoops, mailboxes, and raised planters.

16. Article IX of the Declaration is hereby amended by adding Section 7, to read as follows:

Section 7. Care and Appearance of Homes; Lien Rights: Each Home shall be maintained in a structurally sound and neat and attractive manner, including exterior building surfaces, paint, roofs, gutters, downspouts, glass and screened areas, by and at the expense of the Owner of the Lot upon which the Home is situated. Upon the Owner's failure to do so, the Architectural Control Committee may, at its option, after giving Owner thirty (30) days' written notice sent to his last known address, make repair and improve the appearance 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 Home shall reimburse the Association for any work above required, and to secure such reimbursement the Association can place a lien upon the Lot enforceable as herein provided. Upon performing the work herein provided, 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 work is completed, but shall not be binding against creditors until said notice is recorded. Each Lot shall stand as security for any expense incurred by the Association pursuant to this paragraph and in connection with such Lot, and this provision shall also be binding on

the Owner of such Lot at the time the expense is incurred, who shall be personally liable. The lien herein provided shall be due and payable forthwith upon the completion of the work 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 recording of said notice of lien, and in any action to enforce payment the Association shall be entitled to recover costs and attorney's fees. The lien herein provided shall be subordinate to the lien of any mortgage encumbering any Lot in favor of any institutional lender or mortgage company 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.

17. Article IX of the Declaration is hereby amended by adding Section 8, to read as follows:

Section 8. Utilities, Equipment and Fixtures. All fixtures and equipment installed within a Lot, and all fixtures and equipment serving only one (1) Home, 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 Home served by such equipment and fixtures. In the event any such equipment and fixtures are installed on a Lot to serve more than one (1) Home, the expense of maintaining and repairing same shall be shared equally by the Owners of the Homes 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, that will impair the structural soundness or integrity of any Home 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 Home or any Owner or resident of the property or create a hazard to persons or property.

18. Article of the Declaration is hereby amended by adding Section 9, to read as follows:

Section 9. Plan Submission Requirements for Additions and Modifications.

Before any construction begins, detailed plans have to be approved by the Board of Directors or the Architectural Committee if designated. Phone numbers and addresses can be obtained from any one of Board of Directors. The following outlines the procedures to be taken:

(a) Prepare a plan (sketch or machine drawing) outlining (if applicable) location, elevations, construction details, materials, paints, coatings, and veneers.

(b) Prepare a cover letter to the Board of Directors outlining your request and include the information required by Article IX, Section 9, Paragraph (a) as enclosures.

(c) Submit completed package to the Board of Directors or the Architectural Committee if designated. The Board of Directors or the Architectural Committee will then issue, if approved, a written approval to begin construction. If a City permit is

required. Board Approval letter will be marked 'Interim upon receipt of construction permit from the City of Plant City'. The Owner is responsible for obtaining any required permit.

(d) If a city permit was required, return a certified copy of permit and original application to the Board of Directors or Architectural Committee if designated. An approval letter will then be issued clearing you to begin construction.

(e) Reply not received within 30 days indicates approval.

19. Article X, Section 2 of the Declaration is hereby amended to read as follows:

Section 2. Enforcement. The Association and any Owner, shall each have the right to enforce, by any proceeding at law or 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 this Declaration. Failure of the Association 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. Association or any Owner 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. The Association shall have the authority to impose fines against any Owner found to be in violation of any applicable provision of this Declaration found in Article VIII, Use Restrictions, or Article IX, Architectural Review, subject to procedural requirements and maximum fine amounts established by law.

IN WITNESS WHEREOF, acting pursuant to the affirmative votes in person or by proxy of at least two-thirds (2/3's) of the Class A Members of the Association at a duly-noticed meeting, the Association has caused this Third Amendment to be executed by its duly authorized officers and to have its corporate seal affixed hereto this 13th day of August, 2001.

Signed, sealed and delivered in the presence of:

William C. Dwyer
Name: William C. Dwyer

HOMEOWNERS ASSOCIATION OF EMERALD FOREST, INC., a Florida not-for-profit corporation

By: Lynda French
Name: Lynda French
Title: President

Address: 3507 Kilmer Drive
Marietta, GA 30067
[Corporate Seal]

Attest:

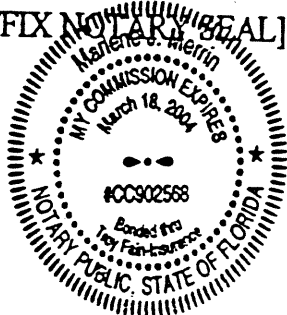
[Signature]
Name: [Name]

By: [Signature]
Name: [Name]

STATE OF FLORIDA]
COUNTY OF HILLSBOROUGH]

The foregoing instrument was acknowledged before me this 13 day of August, 2001
by Lynnda French, as _____ President, and by _____
Ann K. Hubert, as _____ Secretary, respectively, of
HOMEOWNERS ASSOCIATION OF EMERALD FOREST, INC., a Florida not-for-profit
corporation, on behalf of the corporation. The _____ President is [mark one]
 personally known to me or provided as identification the following: _____
_____. The _____ Secretary is [mark one]
personally known to me or provided as identification the following:
_____.

[AFFIX NOTARY SEAL]



Marlene Merrin
Notary Public, State of Florida at Large
Name: MARLENE J. MERRIN
Commission No.: #CC 902568
My Commission Expires: March 18, 2004

Notice of Covenants/Restrictions Infraction

From: The Board of Directors
Emerald Forest Homeowners Association, Inc.

Date: _____

To: _____

Plant City, Florida 33567

FIRST Written Notice

FINAL Written Notice

Informal Notification To: _____ By: _____ On _____

First Written Notice To: _____ By: _____ On _____

1. In accordance with the 'Declaration of Covenants, Conditions, and Restrictions of Emerald Forest' the Homeowners Association of Emerald Forest has determined that you are in violation of one or more of the Covenants, Restrictions, or Conditions contained therein. Violations are listed below in paragraph (2).

2. Violations:

Article/Section	Description of Violation

A fine of \$ _____ is imposed for violation of _____ as described above.
(article/section)

See attached sheet for any additional violations if applicable.

3. Request you complete the enclosed form (Homeowner Response Form) indicating your intended course of action to correct listed violations, pay applicable fine, or appeal the Boards findings to the 'Homeowner Review/Arbitration Committee'. You can mail or hand-deliver your Homeowner Response Form to any Board member. Failure to respond to this notice could result in a lien on your property to recover cost as per Article 5, Section 8 and Article 10, Section 2 of the Declaration. Your response is required no later than 10 days after the receipt of this letter.

The Board of Directors
Emerald Forest Homeowners Association, Inc.

HOMEOWNER RESPONSE FORM

From: _____

Date: _____

Plant City, Florida 33567

To: The Board of Directors
Emerald Forest Homeowners Association, Inc.

Subject: Homeowner Response to 'Notice of Covenants/Restrictions Infraction' dated _____

1. I have reviewed the 'Notice of Covenants/Restrictions Infraction' form and have decided to follow the below course of action:

- Appeal Boards decision to the 'Homeowner Review/Arbitration Committee'
- Repair all listed infractions. Planned actions are listed in paragraph (2) below.
- Pay applicable fine.
- Take no action. (could result in a lien being placed on your home)
- Other. (explain) _____

2. Planned actions by Homeowner

Article/Section	Description of Action *

* If a contractor/tradesman will be used, please include Name and Phone number
If a building permit is required, please attach a copy.

3. The above work will be completed by (date) _____.

Homeowner's Signature

Emerald Forest Homeowners
Association, Inc.

Deed Restricted Documents

By-Laws of Homeowners Association
of Emerald Forest, Inc.

Prepared October 1, 1993

BYLAWS
OF
HOMEOWNERS ASSOCIATION OF EMERALD FOREST, INC.

ARTICLE I - NAME AND LOCATION

Section 1. Name. The name of the corporation is HOMEOWNERS ASSOCIATION OF EMERALD FOREST, INC., hereinafter referred to as "the Association".

Section 2. Location. The principal office of the Association shall be located at 1602 Timberlane Drive, Plant City, FL 33567, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II - DEFINITIONS

Section 1. "Articles" shall mean the Articles of Incorporation of HOMEOWNERS ASSOCIATION OF EMERALD FOREST, INC., a Florida corporation not-for-profit.

Section 2. "Association" shall mean and refer to HOMEOWNERS ASSOCIATION OF EMERALD FOREST, INC., a Florida not for profit corporation, its successors and assigns.

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

Section 4. "Bylaws" shall mean the Bylaws of the Association.

Section 5. "Declarant" shall mean and refer to SUN CITY CENTER CORP., a Florida corporation, and its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development, and provided such rights, in whole or in part, are assigned in writing to such successors and assigns.

Section 6. "Declaration" shall mean and refer to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EMERALD FOREST recorded in the Office of the Clerk of the Circuit Court of Hillsborough County, Florida, the terms of which are incorporated herein by reference.

Section 7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Area.

Section 8. "Member" shall mean and refer to those persons entitled to membership in the Association provided in the Declaration.

Section 9. "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.

Section 10. "Property" or "Properties" shall mean and refer to that certain real property described in the Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 11. "Voting Member" shall mean the owner authorized to cast the vote for a Lot as set forth in the Declaration.

Section 12. All other terms used herein and defined in the Declaration shall have the definition set forth in the Declaration.

ARTICLE III - MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held during the same month of each year thereafter, on such day and at such time as may be directed by the Board of Directors from time to time. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A Voting Members.

Section 3. Notice of Meeting. Written notice of each meeting of the members shall be given by, or at the direction of the Secretary of the Association or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Members' address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of either or both classes of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at such meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented by proxy.

Section 5. Proxies. At all meetings of Members, each Voting Member may vote in person or by limited proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall be effective only for the specific meeting for which it was given or for any adjournment thereof occurring within ninety (90) days.

Section 6. Place. All members Meetings shall be held within the State of Florida as may be directed by the Board of Directors.

ARTICLE IV - BOARD OF DIRECTORS

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors, which so long as Class B membership exists, shall consist of three (3) directors. Directors shall be members of the Association; provided, however, that so long as Class B membership shall exist, Directors need not be Members of the Association. The Members, by majority vote at which a quorum is present at an annual or special meeting, may increase the number of Directors to any odd number up to nine (9); however, there shall never be less than three (3) Directors.

Section 2. Term of Office. The initial Board of Directors designated in the Articles of Incorporation shall serve until Class B membership has ceased and been converted to Class A membership and until the first annual membership meeting thereafter, at which time the members shall elect three (3) directors. Directors elected at the first such annual membership meeting and thereafter shall serve for a period of one year. A Director shall continue in office until his successor shall be elected and qualified, unless he sooner dies, resigns, or is removed, or otherwise disqualified to serve. Provided that so long as there is a Class B member Declarant shall have the right to name Directors.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of both classes of membership. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor, providing that so long as there is a Class B membership Declarant shall have the right to name successor Directors.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Vacancy on Board. Whenever a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of directors, it may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, or by the Members, unless the Articles of Incorporation provide otherwise.

ARTICLE V - MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held as the Board may from time to time establish at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meeting. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VI - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) declare the office of a member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote:

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.

(2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE VII - OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Officers need not be Members of the Association. The Secretary and

Treasurer may, in the discretion of the Board, be combined to one office called Secretary/Treasurer.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes and may affix the corporate seal as may be required on any document.

(b) Vice President: The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it, if the President does not, on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of accounts, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare

an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE VIII - COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out purposes of the Association.

ARTICLE IX - BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X - ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessments shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-usage or abandonment of his Lot.

ARTICLE XI - CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association, the year and state of incorporation and the words "Corporation not for profit".

ARTICLE XII - AMENDMENT

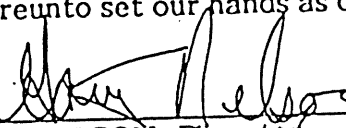
Section 1. These Bylaws may be amended, from time to time, at a regular or special meeting of the members, by the assent of a majority of the aggregate Class A votes and Class B votes outstanding and duly qualified to vote at the time such amendment is made.

Section 2. Amendments to these Bylaws may be proposed in writing, by the Board of Directors or by a written resolution signed by not less than ten (10) Class A members. HUD/VA, for so long as there is a Class B membership, shall have the right to veto amendments to these Bylaws.

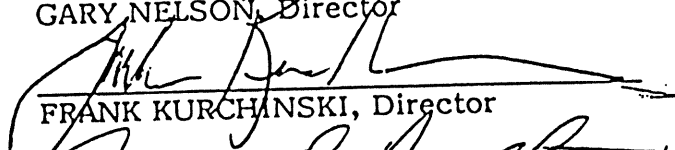
ARTICLE XIII - CONFLICTS

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

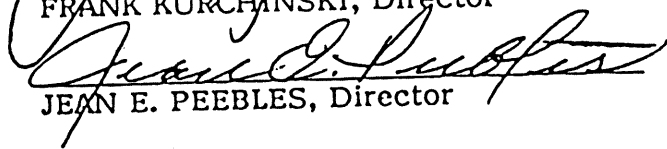
IN WITNESS WHEREOF, we, being all of the Directors of HOMEOWNERS ASSOCIATION OF EMERALD FOREST, INC., have hereunto set our hands as of the 1st day of October, 1993.



GARY NELSON, Director



FRANK KURCHANSKI, Director



JEAN E. PEEBLES, Director

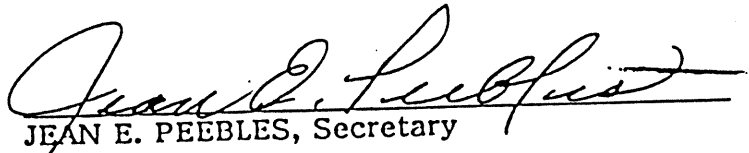
CERTIFICATION

I, JEAN E. PEEBLES, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of HOMEOWNERS ASSOCIATION OF EMERALD FOREST, INC., a Florida corporation not for profit, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 1st day of October, 1993.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association as of the 1st day of October, 1993.

A handwritten signature in cursive script, appearing to read "Jean E. Peebles", written over a horizontal line.

JEAN E. PEEBLES, Secretary

(CORPORATE SEAL)

WAL1038.BYL

HISTORY OF BYLAWS

The initial Bylaws of HOMEOWNERS ASSOCIATION OF EMERALD FOREST, INC., were first adopted on October 1, 1993. All Amendments made subsequent to said date are listed below:

AMENDMENTS

CHANGE
NUMBER

DATE OF
ADOPTION

BY WHOM
ADOPTED

SECTIONS
AMENDED

**Emerald Forest Homeowners
Association, Inc.**

Deed Restricted Documents

Articles of Incorporation-State of Florida

Prepared September 29, 1993

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of HOMEOWNERS ASSOCIATION OF EMERALD FOREST, INC., a Florida corporation, filed on September 29, 1993, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H93000007826. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N93000004391.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
First day of October, 1993

Authentication Code: 993A00133330-092993-N93000004391-1/1



Jim Smith

Jim Smith
Secretary of State

ARTICLES OF INCORPORATION

OF

HOMEOWNERS ASSOCIATION OF EMERALD FOREST, INC.

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, being a resident of the State of Florida and of full age, hereby forms a corporation not for profit in accordance with the laws of the State of Florida, and certify as follows:

ARTICLE I - NAME

The name of this corporation is HOMEOWNERS ASSOCIATION OF EMERALD FOREST, INC., hereinafter called the "Association".

ARTICLE II - PRINCIPAL OFFICE

The initial principal office of this Association shall be located at 1602 West Timberlane Drive, Plant City, FL 33567, which office may be changed from time to time by action of the Board of Directors.

ARTICLE III - REGISTERED OFFICE AND AGENT

The name and street address of the initial registered agent and office of the Association shall be Julius J. Zschau, c/o Baynard, Harrell, Ostow & Ulrich, P.A., 28050 U.S. Highway. 19 North, Suite 501, Clearwater, Florida 34621.

ARTICLE IV - PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to its members. The specific purposes for which it is formed are to promote the health, safety, and general welfare of the residents within the property described on Exhibit "A" attached hereto and made a part hereof by reference, herein called the "Properties". The purposes of this Association shall include, without limitation of the foregoing, the maintenance and architectural control of the Lots and Common Area within the Properties, and carrying out, enforcing and otherwise fulfilling its rights and responsibilities under and pursuant to that certain Declaration of Covenants, Conditions and Restrictions relating to the Properties

This instrument prepared by:

Julius J. Zschau

BAYNARD, HARRELL, OSTOW & ULRICH, P.A.

28050 U. S. Highway 19 North, Suite 501

Clearwater, FL 34621

813-796-2525

Florida Bar No. 195685

1193000007826

now or hereafter recorded among the Public Records of Hillsborough County, Florida, and any amendments or modifications thereof, herein together called the "Declaration." The recording of an Amendment to the Declaration from time to time pursuant to Article XI thereof for the purpose of adding additional land shall automatically, and without need of amendment to these Articles of Incorporation or approval or consent of the Association or its members, bring such additional land within the term "Properties". If any amendment to the Articles of Incorporation is filed to reflect such additional land, it shall not require consent or approval of the members of the Association, but may be executed by the President of the Association. All terms defined in the Declaration shall have the same meaning when used herein, such Declaration being incorporated hereby by reference. For the foregoing purposes, this Association is empowered to:

(1) exercise all of the powers and privileges, and to perform all of the duties and obligations of the Association as set forth in the Declaration as the same may be amended from time to time as therein provided;

(2) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of this Association, including all license fees, taxes, or governmental charges levied or imposed against the real or personal property of this Association;

(3) acquire, either by gift, purchase or otherwise, and to own, hold, improve, build upon, operate, maintain, convey, sell, lease or transfer, or otherwise dispose of real or personal property, or interests therein, in connection with the affairs of this Association;

(4) borrow money, and upon two-thirds (2/3) vote of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(5) dedicate, sell, or transfer all or any part of this Association's property to any public body or governmental agency or authority, or any public or private utility for such purposes and subject to such conditions as may be agreed to by the members;

(6) grant easements as to the Common Area to public and private utility companies, and to public bodies or governmental agencies or other entities or persons, without cost or charge, where convenient, desirable or necessary in connection with the development of the Properties, and the providing of utility and other services thereto;

(7) participate in mergers and consolidations with other non-profit corporations organized for similar purposes, provided that any such merger or consolidation shall have been approved by a two-thirds (2/3) vote of each class of members;

(8) adopt, alter, amend, and rescind reasonable rules and regulations from time to time, which rules and regulations shall be consistent with the rights and duties established by the Declaration and with the provisions of these Articles of Incorporation;

(9) contract for the maintenance and management of the Common Area and to authorize a management agent to assist the Association in carrying out its powers and duties under the Declaration;

(10) to adopt such annual budgets as are necessary to carry out the provisions of the Declaration; and

(11) annex additional real property in accordance with the provisions of the Declaration, if any, with such annexations, when completed in accordance with the provisions of the Declaration, extending the jurisdiction, function, duties, and membership of the Association to the real property thereby annexed;

(12) have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617, Florida Statutes by law may now or hereafter have or exercise.

ARTICLE V - MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by the provisions of the Declaration to assessment by this Association, shall be a member of this Association. 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 by him. Membership shall be appurtenant to and may not be separated from ownership of any Lots which are subject to assessment, and shall be automatically transferred by the conveyance of that Lot. SUN CITY CENTER CORP., a Florida corporation, herein called the "Declarant", shall be a member of the Association so long as it owns or has been assigned the rights to one (1) Lot or more.

B. 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:

(1) 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 Lots, the vote for such Lots 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 Lots nor shall any split vote be permitted with respect to such Lots. Every Owner of a Lot within the Properties, who is a Class A member, shall be entitled to one (1) vote for that Lot.

(2) Class B. The Class B member of the Association shall be the Declarant until such Class B membership is converted to Class A at Declarant's option or as

hereinafter set forth. Class B Lots shall be all Lots, the Declarant owns, or has been assigned the rights to, which have not been converted to Class A as provided below. The Declarant shall be entitled to three (3) votes for each Class B Lot.

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:

- (1) When the total number of Class A Lots equals the total number of Class B Lots; or
- (2) On August 31, 2000, or
- (3) When the Declarant waives in writing its right to Class B membership.

ARTICLE VI - BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors, which so long as Class B membership exists, shall consist of three (3) directors, and thereafter shall consist of not less than three (3) nor more than nine (9) directors. Directors shall be members of the Association; provided, however, that so long as Class B membership shall exist, directors need not be members of the Association. The names and addresses of the persons who are to act in the capacity of directors until their successors are elected and qualified, unless they sooner shall die, resign or be removed, are:

<u>NAME</u>	<u>ADDRESS</u>
Gary Nelson	1602 West Timberlane Drive Plant City, FL 33567
Frank Kurchinski	1602 West Timberlane Drive Plant City, FL 33567
Jean E. Peebles	1602 West Timberlane Drive Plant City, FL 33567

The initial Board of Directors herein designated shall serve until Class B membership has ceased and been converted to Class A membership and until the first annual membership meeting thereafter, at which time the members shall elect three (3) directors. Directors elected at the first such annual membership meeting and thereafter shall serve for a period of one year, and until their successors have been duly elected and qualified. So long as Class B membership shall exist, any member of the Board of Directors may be removed, with or without cause, but only by the Class B member, and any vacancies occurring on the Board of Directors shall only be filled by appointment by the Class B member.

ARTICLE VII - OFFICERS

The Association shall be administered by a president, vice president, secretary and treasurer, and such other officers as may be designated in the Bylaws, and shall be elected at the time and in the manner prescribed in the Bylaws. Officers need not be members of the Association. The names and addresses of the initial officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS</u>
Gary Nelson	President	1602 West Timberlane Drive Plant City, FL 33567
Frank Kurchinski	Vice - President	1602 West Timberlane Drive Plant City, FL 33567
Jean E. Peebles	Secretary/ Treasurer	1602 West Timberlane Drive Plant City, FL 33567

ARTICLE VIII - SUBSCRIBER

The name and address of the subscriber to these Articles of Incorporation is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Julius J. Zschau	28050 U.S. Highway 19 North, Suite 501 Clearwater, FL 34621

ARTICLE IX - DISSOLUTION

This Association may be dissolved with the assent given in writing and signed by members entitled to cast not less than two-thirds (2/3) of the votes of each class of members. Upon dissolution of this Association, other than incident to a merger or consolidation, the assets of this Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes, but in no event shall such assets inure to the benefit of any member or other private individual.

ARTICLE X - BYLAWS

The Bylaws of this Association shall be initially adopted by the Board of Directors. Thereafter, the Bylaws may be amended, altered or rescinded in the manner provided by the Bylaws.

ARTICLE XI - AMENDMENT OF ARTICLES

These Articles of Incorporation may be amended from time to time by the assent or written consent of two-thirds (2/3) of the aggregate of Class A votes and Class B votes outstanding and duly qualified to vote at the time such amendment is made. Such amendment shall be proposed by a majority of the Board of directors or by a written resolution executed by not less than a majority of Class A voting members and Class B voting members.

ARTICLE XII - INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association to the fullest extent of the law against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed on him in connection with any proceeding or settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XIII - INTERPRETATION

Express reference is hereby made to the terms, provisions, definitions, and rules of interpretation contained in the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. In subscribing and filing these Articles, it is the intent of the undersigned that the provisions hereof be consistent with the provisions of the Declaration and, to the extent not prohibited by law, that the provisions of these Articles and of the Declaration be interpreted, construed, and applied so as to avoid inconsistencies or conflicting results.

ARTICLE XIV - HUD/FHA/VA APPROVAL

As long as there is Class B membership, the following actions shall require the prior approval of HUD, Federal Housing Administration or the Veterans Administration: mergers, consolidations, dissolution, amendment, annexation of additional property or mortgaging of the common areas.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the subscriber of this Association, has executed these Articles of Incorporation this 29th day of September, 1993.

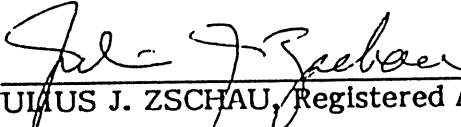


 JULIUS J. ZSCHAU, Subscriber

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for HOMEOWNERS ASSOCIATION OF EMERALD FOREST, INC., at the place designated in these Articles of Incorporation, the undersigned hereby accepts to act in this capacity, and agrees to comply with the provisions of the laws of the State of Florida relative to keeping such open office.

Dated this 29th day of September, 1993.

By: 
JULIUS J. ZSCHAU, Registered Agent

Registered Office:

28050 U.S. Highway 19 North, Suite 501
Clearwater, FL 34621

Principal Corporation Office:

1602 Timberlane Drive
Plant City, FL 33567

EMERALD FOREST

DESCRIPTION

A parcel of land lying within Section 12, Township 29 South, Range 21 East, Hillsborough County, Florida, more particularly described as follows:

Commence at the Northwest corner of the Southeast 1/4 of said Section 12; thence on the North boundary thereof, S 88°49'56" E, a distance of 1065.22 feet, to the POINT OF BEGINNING, said point being on the Easterly right-of-way boundary of West Timberlane Drive; thence continuing on said North boundary of the Southeast 1/4 of Section 12, S 88°49'56" E, said North boundary also being the South boundary of Walden Lake Unit 34/35 as recorded in P.B. 61, Page 37 of the public records of Hillsborough County, Florida, a distance of 272.39 feet, to the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 12; thence continuing on the said North boundary of the Southeast 1/4 of Section 12 and said South boundary of Walden Lake Unit 34/35, S 88°49'56" E, a distance of 602.52 feet; thence departing said North boundary of the Southeast 1/4 of Section 12 and the South boundary of Walden Lake Unit 34/35, S 00°29'24" W, a distance of 341.11 feet; thence S 27°13'52" W, a distance of 90.34 feet; thence S 39°30'05" E, a distance of 82.99 feet; thence S 54°53'08" W, a distance of 177.10 feet, to a point of intersection with a non-tangent curve, concave Northeasterly, having a radius of 150.00 feet and a central angle of 30°31'27", thence Southeasterly along the arc of said curve to the left, from which the local tangent at the beginning point bears S 34°51'12" E, a distance of 79.91 feet, said arc subtended by a chord which bears S 50°06'56" E, a distance of 78.97 feet to the point of intersection with a non-tangent line; thence S 24°37'20" W, a distance of 193.21 feet; thence S 17°36'31" W, a distance of 137.32 feet; thence S 66°37'07" W, a distance of 129.80 feet, to a point of intersection with a non-tangent curve, concave Northeasterly, having a radius of 250.00 feet and a central angle of 07°55'47", thence Southeasterly along the arc of said curve to the left, from which the local tangent at the beginning point bears S 23°22'53" E, a distance of 34.60 feet, said arc subtended by a chord which bears S 27°20'49" E, a distance of 34.57 feet to the point of intersection with a non-tangent line; thence S 58°41'19" W, a distance of 188.35 feet; thence S 34°03'36" E, a distance of 238.67 feet, to a point of intersection with the South boundary of the North 1/2 of the Southeast 1/4 of said Section 12; thence on the South boundary thereof, N 88°55'07" W, a distance of 284.49 feet, to the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 12; thence continuing on said South boundary, N 88°55'07" W, a distance of 486.53 feet, to a point of intersection with the Easterly boundary of Walden Lake Unit 33-4, as recorded in P.B. 71, Page 49 of the public records of Hillsborough County, Florida; thence departing said South boundary, and on said Easterly boundary, N 17°07'26" W, a distance of 456.03 feet, to a point of intersection with the Easterly right-of-way boundary of West Timberlane Drive; thence departing the Easterly boundary of Walden Lake Unit 33-4, and on said Easterly right-of-way boundary, N 51°24'37" E, a distance of 30.73 feet, to the beginning of a curve, concave Northwesterly, having a radius of 900.00 feet and a central angle of 52°51'48", thence Northeasterly along the arc of said curve to the left, a distance of 830.38 feet, said arc subtended by a chord which bears N 24°58'44" E, a distance of 801.23 feet to the curve's end; thence N 01°27'09" W, a distance of 144.38 feet, to the POINT OF BEGINNING; Containing 26.8029 acres of land, more or less which has been platted as WALDEN LAKE UNIT 33-2, PHASE A, according to the plat thereof recorded in Plat Book 72, Page 36, of the Public Records of Hillsborough County, Florida.