

WALDEN LAKE COMMUNITY ASSOCIATION, INC.

SUTTON WOODS NEIGHBORHOOD

DEED RESTRICTED DOCUMENTS

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PREPARED BY AND TO BE RETURNED TO:
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RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SUTTON WOODS

THIS DECLARATION is made on the date hereinafter set forth by Florida Design Communities, Inc., a Delaware corporation, hereinafter referred to as the "Declarant."

WITNESSETH:

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

WHEREAS, the Declarant desires to create an exclusive residential community to be known as Sutton Woods ("Community") on the Property pursuant to the terms and provisions of this Declaration; and

WHEREAS, the 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 Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner of a portion of the Property; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Community, to create an entity to which should be delegated and assigned the powers of maintaining and administering the common properties and facilities, administering and enforcing the covenants, conditions 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, the SUTTON WOODS HOMEOWNERS ASSOCIATION, INC., which, for the purpose of exercising the functions stated above, is a homeowners' association intended to be governed under the provisions of Section 617.301 et seq., Florida Statutes;

NOW, THEREFORE, the foregoing recitals are hereby incorporated by this reference, and the Declarant hereby declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens hereinafter set forth which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof:

ARTICLE I - DEFINITIONS

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

Section 2. "Articles" shall mean the Articles of Incorporation of the Association, as may be amended from time to time. A copy of the Articles as filed with the Florida Department of State is attached hereto as Exhibit B. Any future amendments to the original Articles need not be recorded in the public records of the County.

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Section 21. "Institutional Mortgage" shall mean and refer to any mortgage given or held by an Institutional Lender.

Section 22. "Lot" shall mean and refer to a numbered area as established by the Plat.

Section 23. "Master Association" shall mean and refer to Walden Lake Community Association, Inc., a Florida not-for-profit corporation, and its successors and assigns.

Section 24. "Master Declaration" shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions for the entire Walden Lake development, as recorded in Official Records Book 4733, Page 1883, public records of the County, as has been or may be amended from time to time. The Master Association is the entity responsible for enforcing the provisions of the Master Declaration.

Section 25. "Master Plan" shall mean and refer to the Master Development Plan for Walden Lake on file with the planning and zoning department of the County, as may be amended or modified from time to time.

Section 26. "Owner" or "Lot Owner" or "Owner of a Lot" 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 Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Such term shall include the Declarant for so long as the Declarant shall hold title to any Lot.

Section 27. "Plat" shall mean and refer to the plat of Walden Lake Unit 23, as same is recorded in Plat Book 80 at page 23, public records of the County, as may be amended from time to time.

Section 28. "Property" shall mean and refer to that certain real property described on Exhibit A attached hereto and made a part hereof, and any additional real property made subject to the terms of this Declaration in accordance with the provisions of Article X, Section 7 hereof.

Section 29. "VA" shall mean and refer to the Veterans Administration.

Section 30. "Walden Lake" shall mean and refer to that general development of residential property (or which is utilized in connection with residential use) located in the City, within which the Community shall exist.

ARTICLE II - EASEMENT 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 the By-Laws to establish, modify, amend and rescind reasonable rules and regulations regarding use of the Common Area and the Lots;

(b) The right and duty of the Association to enforce the provisions of this Declaration, the Articles and the By-Laws;

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

(d) The right of the Association to suspend the rights of an Owner and/or such Owner's tenants, guests or invitees to use the Common Area and to levy fines, all in accordance with the applicable provisions of the By-Laws;

(e) 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 the Articles;

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

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

Section 2. Easements Reserved in Common Area. The Declarant hereby reserves unto itself and its successors and assigns the right to grant easements over any portion(s) 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 Property, which is Association-owned property, or which is adjacent to the Property and being developed for use by residents of Walden Lake. The Declarant shall further have the right, but not the obligation, to install drainage, 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 Property, which is Association-owned property, or which is adjacent to the Property and being developed for use by residents of Walden Lake. 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 3. Easement for Maintenance. The Declarant hereby declares for the benefit of and grants unto itself and the Association and its agents and contractors a perpetual non-exclusive easement as to all portions of the Property 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 4. Reciprocal Easements. There shall hereby exist 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 5. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, such Owner's right of enjoyment to the Common Area and any improvements located therein to the members of such Owner's family, tenants or contract purchasers, provided the foregoing actually reside at the Owner's Lot.

Section 6. Miscellaneous Easements.

(a) Perpetual easements for the installation and maintenance of utilities and drainage areas are hereby reserved to the Declarant, the City and the County in and to all utility 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 easement areas), and the Declarant, the City and the County each 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 the 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 such easements. 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 the 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 as 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 Property as drainage easements on the Plat. No permanent improvements or structures shall be placed or erected upon such drainage easement areas without Declarant's prior written authorization. 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 easement areas. This subsection shall not apply to the Declarant if such improvements are approved by either the City or the County (as the case may be).

(c) In addition to any such easements specifically created pursuant to this Declaration, the 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 Property to permit the Declarant to exercise such rights. Nothing in this subsection shall be construed to obligate the Declarant to construct any such berms and/or landscaping or monuments. Any berm constructed by the Declarant on a buffer easement shall be maintained in the manner 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 subsection shall not apply to the Declarant so long as the Declarant owns one or more lots or units on any of the properties included within the Master Plan.

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

(e) The Board shall have the right to create new easements for pedestrian and vehicular traffic and utility services across and through the Property; provided, however, that the creation thereof does not adversely affect the use of any Lot. To enable the foregoing powers, the Developer hereby grants to the Association an easement for the foregoing purposes with such expectation that the Board may assign in the future such easement rights to third parties as deemed necessary by the Board.

(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 the Dwelling located 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, so long as such encroachment does not unreasonably restrict the use of the Lot for residential purposes and in no manner restricts or inhibits ingress and egress to and from the Lot.

(h) An easement is hereby granted to the Association and its successors and assigns over, across, under and through the Property in order to permit the Association to undertake and perform the obligations and duties imposed or contemplated by this Declaration.

(i) 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 7. Landscaping Berm; Easement for Bicycle Path. A perpetual easement is hereby reserved to the Declarant and its successors and assigns over all Lots lying adjacent to Timberlane Boulevard and/or Griffin Boulevard for purposes of constructing a landscaping berm between such road(s) and the Dwelling constructed on a Lot; provided, however, that any such berm shall be constructed within 30 feet of the right-of-way of Timberlane

Boulevard and/or Griffin Boulevard. The Declarant is under no obligation to undertake any construction activities in accordance with this Section. An easement shall also exist in favor of the Declarant and its successors and assigns over, across, through and under the Property, as may be reasonably necessary, to permit the construction of any berm in accordance with this Section.

Following completion of construction of any such berm, the Master Association shall have the right, but not the obligation, to maintain, repair, replace and reconstruct such berm; provided, however, that if the Master Association fails to maintain such berm, the Association shall be required to maintain, repair, replace and reconstruct any such berm at the Association's expense.

No improvements of any type may be made by a Lot Owner on a berm without the prior written consent of the Architectural Central Committee and the Declarant so long as the Declarant still owns property in Walden Lake.

A perpetual easement is also hereby reserved to the Declarant and its successors and assigns over all Lots lying adjacent to Timberlane Boulevard and/or Griffin Boulevard for purposes of constructing a bicycle path between such road(s) and the Dwelling constructed on a Lot; provided, however, that any such bicycle path shall be constructed within 30 feet of the right-of-way of Timberlane Boulevard and/or Griffin Boulevard. The Declarant is under no obligation to undertake any construction activities in accordance with this paragraph.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

Section 1. Voting Rights. Every Owner of a Lot shall automatically be a member of the Association and shall be subject to and bound by the Articles, the By-Laws, any rules and regulations duly promulgated by the Association, 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, except as may be otherwise specifically provided hereunder or when the contract otherwise dictates. Ownership of a Lot shall be the sole qualification for membership. When any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and it shall be automatically transferred by conveyance of that Lot. The Declarant shall be a member of the Association for 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 By-Laws. 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; provided, however, that 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. "Class A Lots" shall be all Lots owned by Class A Members. Each Class A Lot shall be allocated 1 vote.

(b) Class B. The "Class B Member" of the Association shall be the Declarant until such Class B membership is converted to Class A membership at the 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 membership as provided below. The Declarant shall be entitled to 3 votes for each Class B Lot which it owns.

(c) Termination of Class B Membership; Transfer of Control. 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, and members other than the Declarant shall be entitled to elect a majority of the members of the Board, upon the happening of any of the following events, whichever occurs earliest:

(i) 3 months after 90% of the Lots in all portions of the Community which are or may be ultimately subject to governance by the Association have been conveyed to third party Owners of Lots;

(ii) upon conveyance of the requisite percentage of Lots which triggers the transfer of control of the Association, as such percentage is mandated by applicable FHA, FNMA, GNMA, HUD, FHLMC or VA provisions related to mortgage financing; or

(iii) When the Declarant waives in writing its right to Class B membership, which waiver shall be evidenced by the recording of a certificate to such effect in the public records of the County.

Notwithstanding the foregoing, despite an event of transfer of control having occurred, the Declarant shall be entitled to elect at least one member to the Board as long as the Declarant holds for sale in the ordinary course of business at least one Lot which is or may ultimately be contained within the Community.

ARTICLE IV - 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 enforcing the provisions of this Declaration, maintaining and caring for the Property and any other areas designated herein in the manner required herein, paying 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, and the exclusive management and control of the Common Area, and the Association shall keep the same in good, clean and proper condition, order and repair.

Section 2. Management Firm. The Association may obtain, employ and pay for the services of an entity or person ("Management Firm") 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 to or employed directly by the Association or the Management Firm. Any management agreement must be terminable for cause upon 30 days notice, be for a term not to exceed 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 the By-Laws.

Section 4. Insurance. The Association at all times shall procure and maintain adequate policies of public liability insurance, as well as other insurance (such as, but not necessarily limited to, directors and officers liability insurance), that it deems advisable or necessary. The Association additionally shall cause all persons responsible for collecting and disbursing Association monies 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, the Articles, the By-Laws 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 Expenses. 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 or the By-Laws are deemed to be and are hereby Common Expenses. The expenses and costs incurred by the Association in performing the rights, duties, and obligations set forth herein are hereby declared to be Common Expenses and shall be paid by the Owners on a pro-rata basis.

ARTICLE V - COVENANT FOR ASSESSMENTS

Section 1. Assessments Established. Each Owner of any Lot, by acceptance of a deed to such Lot, whether or not it is so expressed in such deed, is deemed to covenant to pay to the Association:

- (a) General Assessments, as defined in Section 2 of this Article; and
- (b) Special Assessments, as defined in Section 6 of this Article; and
- (c) Specific Assessments against any particular Lot that are established pursuant to any provision of this Declaration as provided in Section 7 of this Article; and
- (d) All taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.

Collectively, General Assessments, Special Assessments and Specific Assessments shall constitute "Assessments."

All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land secured by a continuing lien upon the Lot against which each assessment is made as provided in Section 10 of this Article. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the person or persons who was or were the Owner(s) of such Lot when such assessment fell due.

Section 2. Purpose of Assessments; General Assessment. The assessments levied by the Association must be used exclusively to promote the common good and welfare of the residents, to operate and manage the Association and the Common Properties, if any, and to perform such duties as may be required by this Declaration, the Articles and the By-Laws. To effectuate the following, the Association may levy an annual general assessment ("General Assessment") to provide and be used for the operation, management and all other general activities and expenses of the Association.

Section 3. Initial General Assessment. The initial General Assessment shall be Fifty and No/100 Dollars (\$50.00) per year and will remain in effect until a different General Assessment may be determined as provided in Section 4 of this Article.

Section 4. Determination of General Assessment. Except with regard to the initial General Assessment, the amount of the General Assessment shall be fixed by the Board at least 30 days in advance of each General Assessment period, and shall be based upon an adopted estimated operating budget. The General Assessment period shall coincide with the Association's fiscal year. Except for the initial General Assessment, written notice of the amount of the General Assessment should be given to every Owner, but the failure to give or receive such notice, or both, shall not invalidate any otherwise valid General Assessment. The General Assessment must be payable in equal monthly installments without interest until delinquent, and prepayable in whole at any time or times during the applicable assessment period without penalty or other consideration. At the discretion of the Board, the General Assessment may be collected on a quarterly, semi-annual or annual basis rather than collected each month.

Upon termination of the Class B membership, the Declarant shall be responsible for the payment of assessments only upon Lots which it owns and on which a Dwelling has been constructed for which a certificate of occupancy has been issued.

Section 5. Special Assessments. In addition to the General Assessment, the Association may levy in any fiscal year a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, known expenses which exceeded, or when mature will exceed, the budget prepared and on which the General Assessment was based, or as described in Section 5 of this Article. Notwithstanding the

foregoing, no Special Assessment against the Owners shall exceed 1/12th of the total of the General Assessments levied against the Owners for that fiscal year without the prior approval of 75% of the total number of voting interests in the Association.

Section 6. Specific Assessments. Any and all accrued liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration also may be assessed as a specific assessment ("Specific Assessment") by the Association against such Owner's Lot after such Owner fails to pay it when due and such default continues for 30 days after written notice.

Section 7. Uniformity of Assessments. The General Assessment and any Special Assessment must be uniform for each Owner in the Community.

Section 8. Commencement of General Assessment. The General Assessment as to each Lot owned by an Owner other than the Declarant commences on the first day of the month following the closing of the purchase of the respective Lot by the Owner from the Declarant.

Section 9. Lien for Assessment. All sums assessed against any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums validly secured by any first mortgage encumbering such Lot. Except for liens for all sums validly secured by any such first mortgage, all other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Article, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and/or creditors of the existence of the Association's lien and its priority. The Association from time to time may record a Notice of Lien for the purpose of further evidencing the lien established by this Article, but neither the recording of, nor failure to record, any such notice of lien will affect the existence or priority of the Association's lien.

Section 10. Certificate. Upon demand, and for a reasonable charge, the Association will furnish to any interested person a certificate signed by an officer of the Association setting forth whether the General Assessment and any Special Assessment or Specific Assessment have been paid and, if not, the unpaid balance(s).

Section 11. Remedies of the Association. Any Assessment not paid within 30 days after its due date bears interest at the rate of 18% per annum or such other rate as may be from time to time determined by the Board; provided, however, that such rate shall not exceed the maximum rate allowed by law not constituting usury. The Association may bring an action at law against the Owner personally obligated to pay such Assessment, or foreclose its lien against such Owner's Lot. No Owner may waive or otherwise escape liability for Assessments. A suit to recover a money judgment for unpaid Assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien or its priority.

Section 12. Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. The Owner also is required to pay to the Association any Assessments against the Lot that become due during the period of foreclosure, which Assessments also are secured by the lien foreclosed and accounted on a pro rata basis and paid as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Lot as its Owner for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction over the foreclosure may enter a personal judgment against the Owner for such deficiency.

Section 13. Subordination of Lien. Except where a Notice of Lien has been filed in the public records prior to the recording of a valid first mortgage, the lien for the Assessments provided in this Article is subordinate to the lien of any such first mortgage. Sale or transfer of any Lot does not affect the Assessment lien. The

Association may give any encumbrancer of record 30 days' notice within which to cure such delinquency before instituting foreclosure proceedings against the Lot. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amounts secured by the lien established by this Article; upon such payment, such encumbrancer will be subrogated to all rights of the Association with respect to such lien, including priority.

Section 14. Homesteads. By acceptance of a deed to any Lot, each Owner is deemed to acknowledge conclusively and consent that all Assessments established pursuant to this Article are for the improvement and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

Section 15. Reserve Fund. In the event the Association in the future acquires any Common Area, then the Association shall maintain a reserve fund to be used solely for making expenditures in connection with the Common Area ("Reserve Fund"). The Board shall determine the appropriate level of the Reserve Fund based on a periodic review of the useful life of the improvements to the Common Area and equipment owned by the Association, as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Area, the purchase of equipment to be used by the Association in connection with its duties hereunder, or performance of required maintenance. Each budget shall disclose that percentage of the General Assessment which shall be added to the Reserve Fund and each Owner shall be deemed to make a contribution to the Association equal to such percentage multiplied by each installment of the General Assessment paid by such Owner.

Section 16. Initial Funding of Working Capital Fund. At the time the initial sale of each Lot is closed, the purchaser of a Lot shall pay to the Association an amount equal to the initial annual General Assessment for such Lot ("Initial Working Capital Fund Payment"). This sum shall be used and applied for start-up costs and as a working capital fund in connection with all initial operating expenses for the Association. This payment shall not be refundable or applied as a credit against the Owner's payment of Assessments.

Section 17. 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 VI - USE RESTRICTIONS AND REQUIREMENTS

Section 1. Residential Use. All of the Property 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 to contain one Dwelling, in which event all restrictions contained herein shall apply to such Lots as if they were a single Lot, subject to the easements indicated on the Plat and the easements otherwise reserved herein.

Section 2. Setbacks. No structure, as defined in the City's Zoning Ordinance (which constitutes Chapter 111, Plant City Code), shall be erected nearer than 25 feet from the front boundary of a Lot, 30 feet from the rear boundary of a Lot, 10 feet from the side yard boundary of a Lot (provided, however, that the setback shall be 20 feet where a side yard abuts a paved roadway). A fence shall not be considered to be a structure for purposes of this Section. A swimming pool may not be located in the front yard of any Lot. Above ground swimming pools are hereby prohibited.

Section 3. Dwelling. No Dwelling shall have a floor square foot area of less than 2,000 square feet, exclusive of screened area, open porches, terraces, patios and garages. All Dwellings shall have at least 2 inside baths. A "bath," for the purposes of this Declaration, shall be deemed to be a room containing at least one shower or tub and a toilet and wash basin. All dwellings shall have at least a 2 car garage attached to and made a part of the Dwelling. A garage is only a garage if its normal daily use is for the parking of a motor vehicle therein. No Dwelling shall exceed 2 1/2 stories nor 35 feet in height. All Dwellings shall be constructed with concrete driveways and grassed front, side and rear lawns, provided that any Lot areas designated on the Plat for drainage easement purposes need not be grassed. Each Dwelling shall have a shrubbery planting in front of such Dwelling.

Section 4. Use of Accessory Structures. Other than the Dwelling, no tent, shack, barn, utility shed or other 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 that, temporary buildings, mobile homes, or field construction offices may be used by the 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 5. Commercial Uses and Nuisances. No trade, business, professional or other type of commercial activity shall be carried on upon any Lot, except as hereinafter provided for the 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 the Declarant, its agents or designated assigns, shall have the right to (a) use Lots or Dwellings erected thereon for sales offices, field construction offices, storage facilities, general business offices, and (b) maintain fluorescent lighted or spotlight furnished model homes in the Property open to the public for inspection 7 days per week for such hours as are deemed necessary. The Declarant's rights under the preceding sentence shall terminate on December 31, 2005, unless prior thereto the Declarant has indicated its intention to abandon such rights by recording a written instrument in the public records of the County. It is the express intention of this Section that the rights granted to the 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 Property, but shall benefit Declarant in the construction, development and sale of such other property and Lots which Declarant may own.

Section 6. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that (a) cats, dogs and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes, (b) 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 (c) no more than a total of 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 7. Fences, Walls and Hedges. Except as to fences, walls or hedges originally constructed or planted by the Declarant, if any, no fence, wall or hedge of any nature shall be erected, constructed or planted on any Lot unless such fence, wall or hedge is approved in writing prior to commencement of construction or planting by Declarant (until such time as the Declarant has conveyed all Lots in the Community to third-parties) or the Committee (following conveyance by the Declarant of all Lots in the Community to third-parties), as the case may be. No fence, wall or hedge may have a height of more than 6 feet in any Side Yard or Rear Yard. "Side Yard" shall mean and refer to that area of the Lot lying between the Dwelling and the side yard boundary of the Lot. "Rear Yard" shall mean and refer to that area of the Lot lying between the Dwelling and the rear yard boundary of the Lot.

Notwithstanding the foregoing to the contrary, no fence, wall or hedge permitted under this Section shall exceed the maximum height permitted by any governmental authority. In addition, no fences, walls and hedges shall be permitted on any Lot that lies adjacent to Timberlane Boulevard and/or Griffin Boulevard, and no fences or walls shall be permitted on any Lot that lies adjacent to a golf course or a body of water. No fences or walls of any nature shall be constructed in the front yard of any Lot. In the event a Lot (or Lots if combined under single ownership) is of sufficient size to permit the construction of a regulation-sized tennis court in addition to the Dwelling, a chain-link fence shall be permitted to enclose such tennis court, provided that the Owner obtains approval from the Declarant (until such time as the Declarant has conveyed all Lots in the Community to third-parties) or the Committee (following conveyance by the Declarant of all Lots in the Community to third-parties), as the case may be, prior to commencement of construction. To the extent permitted, fences, walls or hedges within 5 feet and parallel to any street shall meet aesthetic standards as established by the Declarant or the Committee (as the case may be), which standards may be greater than those required of fences, walls, or hedges more distant from streets. Fences or walls shall have appropriate pilasters and caps. Wrought iron fences as approved by the Declarant (until such time as the Declarant has conveyed all Lots in the Community to third-parties) or the Committee (following conveyance by the Declarant of all Lots in the Community to third-parties), as the case may be, shall be constructed in accordance with the provisions of this Section.

Notwithstanding any provisions to the contrary, the Declarant, in its sole discretion, may construct fences, walls or hedges on any portion of the Property as it owns from time to time without being required to comply with the provisions of this Section, provided such improvements do not violate any governmental laws, rules, regulations or ordinances.

Section 8. Vehicles. No motor vehicles shall be parked on the Property 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 Property 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. Any vehicle not in operable condition must be kept inside a garage and concealed from public view.

Section 9. 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 10. Clothes Hanging and Drying. All outdoor clothes hanging and drying activities shall be done in a manner so as not to be visible on a lot from any adjacent or abutting real property or Lot or any neighboring roadway, and are hereby restricted to the areas between the Rear Dwelling Line and the rear yard boundary of the Lot. All clothes poles shall be capable of being lifted and removed by one person in one minute's time and shall be removed by the Owner when not in actual use for clothes drying purposes.

Section 11. Antennas and Satellite Dishes. Satellite dishes, aerials and antennas and all lines and equipment related thereto located wholly within the physical boundaries of a Dwelling shall be permitted without any requirement for approval from the Board of Directors. No ham radio antennas or the like shall be permitted on the Property except to the extent permitted in accordance with rules and regulations duly promulgated by the Association and following written approval of the Board of Directors.

Satellite dishes, aerials and antennas shall not be permitted on the non-enclosed dwelling portions of a Lot except to the extent required to be permitted by applicable law (including, but not limited to, the federal Telecommunications Act of 1996). The Association shall have the right and authority, in its sole discretion and from time to time, to promulgate rules and regulations concerning the size and location of and safety restrictions pertaining to the installation of satellite dishes, aerials and antennas and all lines and equipment related thereto which shall be permitted on the non-enclosed dwelling portions of a Lot.

Notwithstanding any provision to the contrary, the Association, in its discretion and from time to time, shall have the power and ability to erect or install any satellite dish, aerial or antenna or any similar structure on the Common Area provided that such satellite dish, aerial or antenna be solely utilized for the reception of television or radio signals to be utilized by the residents of the Property or for security purposes.

Section 12. Solar Collectors and Energy Devices. An Owner shall be entitled to construct, maintain and operate solar collection devices ("Solar Collectors") and/or energy devices based upon renewable resources (collectively, a Solar Collector and any other energy device based upon renewable resource shall be referred to as an "Energy Device"), on such Owner's Lot; provided, however, that the Owner must obtain the written approval of the Declarant (until such time as the Declarant has conveyed all Lots in the Community to third-parties) or the Committee (following conveyance by the Declarant of all Lots in the Community to third-parties), as the case may be, prior to placing, installing or constructing an Energy Device on such Lot. Until such time as the Declarant has conveyed all Lots in the Project to third parties, the Declarant shall be solely responsible to promulgate rules and regulations as are reasonably necessary to carry out the provisions and intent of this subsection. Following conveyance by the Declarant of all Lots in the Project to third parties, the Committee shall be solely responsible to promulgate rules and regulations as are reasonably necessary to carry out the provisions and intent of this subsection. All rules and regulations promulgated in accordance with this subsection shall be collectively referred to as the "Energy Device Rules and Regulations."

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

Section 13. Storage. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks and similar structures or installation shall be placed under the surface of the ground or in walled-in areas so as to not be visible from any neighboring paved roadway or any other Lot.

Section 14. Landscaping. The front yard of a Lot shall be professionally landscaped with not less than 20 woody, ornamental plants, each of which shall be at least equal to Florida Number One Grade as specified by the grades and standards promulgated by the Florida Department of Agriculture, each of which shall not be less than 18 inches in height and having at least 1 hardwood tree at 3 inches or greater caliper in the front yard. Side Yard and Rear Yard landscape plantings shall also conform to professional guidelines and principles. Full sodding with St. Augustine sod (or a variant thereof) is required on all front yards, Side Yards and Rear Yards. All landscaping of a Lot shall be done in accordance with a landscaping plan approved by the Committee, and once such landscaping plan is approved by the Committee, such plan shall be deemed to be in compliance with this Section. The provisions of this Section shall not be applicable to the Declarant-owned Lots.

Section 15. Mailboxes. All mailboxes shall be constructed, maintained and located on a Lot as originally provided by the Declarant, or in accordance with the rules and regulations duly promulgated by the Association. Notwithstanding the foregoing, if the United States Postal Service so directs, clustered mailboxes serving more than one Lot shall be constructed by the Postal Service and required instead of individual mailboxes.

Section 16. Wells. Except with the prior written approval and permission of the Committee and all government agencies and entities having jurisdiction, no well shall be sunk or drilled on any Lot. However, the Declarant reserves the right, but without any obligation, to place or locate wells, pumping stations and tanks on the Property where appropriate and as may be determined by the Declarant in its sole discretion from time to time.

Section 17. Sprinklers. Each Lot with a Dwelling located thereon shall have a sprinkler system installed thereon and therein which provides coverage for ground areas of such Lot.

Section 18. Lot Upkeep. All Owners of Lots with completed Dwellings thereon shall, as a minimum, have the grass regularly cut and all trash and debris removed. If an Owner of a Lot fails, in the Association's sole discretion, to maintain its Lot as required herein, the Association, after giving such Owner at least 10 days written notice, is hereby authorized, but shall not be hereby obligated, to maintain that Lot and said Owner shall reimburse the Association for actual costs incurred therewith.

Section 19. Signs. Except as otherwise provided in this Declaration, no signs of any nature whatsoever shall be erected or displayed upon any portion of the Property other than by the Declarant, except when express prior written approval of the size, shape, content and location thereof has been obtained from the Board. Every Owner has the right, without the consent of the Association, to place upon his Lot one and only one professionally-made sign which shall not be larger than 9 square feet per face and which shall contain no wording other than "For Sale" or "For Rent," the name and address of one registered real estate broker (if applicable), and a phone number of the Owner or his agent. Notwithstanding anything to the contrary, the Declarant, its successors,

agents or designated assigns, shall have the exclusive right to maintain signs of any type and size and for any purpose in the Property.

Section 20. Trees. No Owner shall remove, damage, trim, prune or otherwise alter any tree located within the Property which has a trunk 8 inches or more in diameter at a point 24 inches above the adjacent ground level, except as follows:

(a) An Owner may take any or all of the aforementioned actions with the express, prior written consent of the Board.

(b) An Owner may trim, prune or otherwise alter such tree as may be reasonably necessary without prior written consent of the Board because the tree or a portion thereof creates an eminent danger to person or property and there is not sufficient time to contact the Board for approval.

(c) Notwithstanding the foregoing limitation, an Owner may perform, without the express, prior written consent of the Board, normal and customary trimming and pruning of any such tree, the base or trunk of which is located on said Owner's Lot, provided such trimming or pruning does not substantially alter the shape or configuration of any such tree or would cause premature deterioration, shortening of the life span of any such tree.

It is the express intention of this Section that the trees existing on the Property at the time of the recording of this Declaration, and those permitted to grow on the Property after said time, be preserved and maintained as best as possible in their natural state and condition. Accordingly, the foregoing provisions shall be construed in a manner most favorable to the preservation of that policy and intent.

Section 21. Ponds; Wetland Regulation.

(a) In no event shall any pond, lake, retention area, or any body of water which may be located within the Property be used for irrigation, swimming, bathing or boating purposes.

(b) As to portions of the Property which have a boundary contiguous to any lake or other body of water within the Community, the following restrictions shall be applicable:

(i) No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on the shores of any lake or body of water unless erected by the Declarant or otherwise approved in writing by the Declarant, subject to any and all governmental approvals and permits that may be required.

(ii) The Master Association shall be responsible for the water quality and beds of all private lakes and/or bodies of water to the edge where the water meets the land. There is hereby reserved to the Master Association the right, but not the obligation, to maintain the water quality and beds of all private lakes and/or bodies of water to the edge where the water meets the land, and there is also hereby reserved to the Master Association an easement over and across the Property for the purpose of performing such maintenance. The costs of any such maintenance performed by the Master Association shall be charged by the Master Association to the Association, and such amount shall constitute a Common Expense. Such amount shall be immediately due and payable by the Association to the Master Association. The Owner of each Lot which abuts any private lake or body of water shall be responsible for the maintenance of said Lot to the point at which the land meets the water.

(iii) No boat, boat trailer or vehicular parking or use of the lake slope or shore areas shall be permitted; provided, however, that the foregoing provision shall not apply to the Owner of any pond, lake, retention area, or any body of water which lies solely and exclusively on such Owner's Lot.

(iv) No solid or liquid waste, litter or other materials may be discharged into/onto or thrown into/onto any lake or other body of water or on the banks thereof.

(c) No Owner may construct or maintain any building, residence or structure, or undertake or perform any activity, in the wetland areas described in the Plat; provided, however, that the foregoing provision shall not apply to the Owner of any wetland area(s) which lie solely and exclusively on such Owner's Lot.

(d) No Owner may withdraw water from any pond, lake, retention area or any body of water located within the Property for any purpose whatsoever, including, but not limited to, irrigation or recreational purposes; provided, however, that the foregoing provision shall not apply to the Owner of any pond, lake, retention area, or any body of water which lies solely and exclusively on such Owner's Lot.

Section 22. Exceptions and Variances. Notwithstanding any provisions of this Declaration to the contrary, the Declarant reserves the right and authority, subject to FHA/VA approval (which approval need not be evidenced in the public records) and until transfer of control of the Association has occurred (pursuant to Article V herein), to modify or grant exceptions or variances from any of the use restrictions set forth in this Article without notice to or approval by the Owners, provided that such amendments, modifications, exceptions or variances shall be substantially consistent with the general uniform plan of residential development of the Community. All amendments, modifications, exceptions or variances increasing or reducing the minimum square foot area of dwellings, pertaining to fence size, location or composition, or pertaining to the location of structures on a Lot shall be conclusively deemed to be within the authority and right of the Declarant under this Section.

ARTICLE VII - ARCHITECTURAL CONTROL

Section 1. Enforcement of Restrictions; Declarant Exemption. The Declarant shall have the responsibility of enforcing the restrictions set forth in this Article prior to the formation of the Committee, which, upon election as discussed in Section 3 of this Article, shall assume and be responsible for enforcement. Notwithstanding anything to the contrary, however, the Declarant shall be solely responsible for the promulgation of rules and regulations pertaining to the placement and installation of satellite dishes or related devices until such time as the Declarant has conveyed all Lots to third parties. References in this Article to the Committee shall mean the Declarant until the Committee is elected. The architectural, maintenance and use restrictions contained in this Article shall apply to each and every Lot now or hereafter subjected to this Declaration; provided, however, that the Declarant shall be exempt from the provisions of this Article and shall not be obligated to obtain Committee approval for any construction or change(s) in construction which the Declarant may elect, in its sole discretion, to make at any time.

Section 2. Role of the Committee. The purpose of the Committee is to insure the maintenance of the Property as a residential area of highest quality and standards and to insure that all improvements on each Lot shall present an attractive and pleasing appearance from all sides of view.

Section 3. Composition of the Committee. The Committee shall consist of 3 members elected by the Association at its annual meeting for a term to end on the date of the next annual meeting or until their respective replacements have been elected by the Association members. Each member of the Committee shall be elected by a majority vote of the Owners present at such meeting in person or by proxy. Where a vacancy or vacancies on the Committee occurs, a successor or successors shall be appointed by the Board to serve until such time as the next election of Committee members occurs.

Section 4. Powers of the Committee. The Committee shall have the exclusive power and discretion to control and approve construction, remodeling, or additions to the buildings, Dwellings, structures and other improvements on each Lot in the manner and to the extent set forth in this Declaration. No Dwelling, building, fence, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main Dwelling, shall be commenced, placed, erected or allowed to remain on any Lot, nor shall any addition to or exterior change (including repainting) or alteration thereto be made, nor shall any change in the landscaping, elevation or surface contour of a Lot be made, unless and until building plans and specifications covering same ("Plans and Specifications"), showing such information as may be required by the Committee, have been submitted to and approved in writing by the Committee. Acceptance or rejection of Plans and Specifications shall be made by majority vote.

Section 5. Architectural Control Standards. The Board may adopt from time to time specific architectural control standards or criteria which the Committee shall enforce.

Section 6. Plans and Specifications. The Committee may require that all Plans and Specifications be accompanied by site plans which show the siting of the Dwellings on each side of the Dwelling under consideration. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, 2 complete sets of Plans and Specifications must be submitted to the Committee. In addition, if requested by the Committee, there shall be submitted to the Committee for approval such samples of building materials proposed to be used as the Committee shall specify and require. All Plans and Specifications shall be prepared by an architect registered in the State of Florida. The architect submitting the Plans and Specifications must state in writing that he has visited the site and is familiar with all existing site conditions. These requirements pertaining to Plans and Specifications may be waived, in whole or in part, by the Committee upon application of the Owner showing good cause for waiving such requirement(s).

Section 7. Approval of Plans and Specifications. Upon written approval of the Committee, construction may be commenced and shall be prosecuted to completion promptly and in strict conformity with such Plans and Specifications. The Committee shall be entitled to stop any construction in violation of these restrictions, and any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at the Owner's expense. All costs and expenses of the Association (including attorney's fees) related to the enforcement of these covenants shall be paid by the Owner in violation thereof. All structures must be built to comply substantially with the Plans and Specifications as approved by the Committee.

Section 8. Rejection of Plans and Specifications by the Committee. The Committee shall have the absolute and exclusive right to refuse to approve any Plans and Specifications which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the developer of the Property. In the event the Committee rejects such Plans and Specifications as submitted, the Committee shall so inform the Owner in writing, stating with reasonable detail the reason(s) for disapproval. In passing upon such Plans and Specifications, the Committee may take into consideration the suitability, and desirability of proposed construction and the materials of which the same are proposed to be built, the Lot upon which such construction is proposed to be erected, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring Lots.

Section 9. Compliance with Governmental Regulations. In addition to the foregoing requirements, any alteration, addition, improvement or change must be in compliance with the requirements of all controlling governmental authorities, and the Owner shall be required to obtain an appropriate building permit from the applicable governmental authorities when required by controlling governmental requirements. Any consent or approval by the Association to any alteration, addition, improvement or change may be conditioned upon the Owner requesting such approval, obtaining a building permit for same, or providing the Association with written evidence from the controlling governmental authority that such permit will not be required, and in that, the Owner requesting architectural approval shall not proceed with any alteration, addition, improvement or change until such building permit or evidence that a building permit is not required is submitted to the Association.

Section 10. Appeal by Aggrieved Owner. If the Committee rejects such Plans and Specifications, the aggrieved Owner may appeal such adverse decision by submitting to the Board in writing a request for a special meeting of all Owners (excluding the Declarant) to consider the propriety of the Committee's decision within 10 days after receipt of such written request. The Board thereafter shall call a special meeting, and the costs pertaining to such special meeting shall be borne by the Association. At such special meeting, the proposal made by the Owner and the decision of the Committee, together with the stated reasons for the rejection of the proposal, shall be made available to all Owners. A vote of 75% of all Owners (excluding the Declarant) shall be necessary to overturn a decision of the Committee. Declarant shall not vote.

Section 11. Liability of the Committee. Notwithstanding anything in this Article to the contrary, the Committee shall merely have the right, but not the duty, to exercise architectural control, and shall not be liable to any Owner, the Association or any other entity due to the exercise or non-exercise of such control, or the approval or disapproval of any improvements. Furthermore, the approval of any Plans or Specifications or any improvement shall not be deemed to be a determination or warranty that such Plans or Specifications or improvements:

- (i) are complete or do not contain defects; or
- (ii) in fact meet any standards, guidelines and/or criteria of the Committee or the Board; or
- (iii) are in fact architecturally or aesthetically appropriate; or
- (iv) comply with any applicable governmental requirements.

Furthermore, the Committee shall not be liable for any defect or deficiency in such Plans or Specifications or improvements or any injury resulting therefrom.

ARTICLE VIII - ASSOCIATION RESPONSIBILITIES FOR COMMON AREA

Section 1. Operation, Maintenance and Repair of Common Area. 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 subjected the Property to the terms and provisions of this Declaration and has organized the Association for the purpose of performing certain duties, obligations and activities as described in this Declaration, the Articles and the By-Laws. The purpose of the Association shall be to operate, maintain and repair the Common Area and any improvements located thereon, and matters related to the development and operation of the Property, including, but not limited to:

- (a) any surface water management system (hereinafter referred to as "SWMS") located on or related to the Property and for which the Association has maintenance responsibilities;
- (b) any lakes, retention areas, culverts and/or related appurtenances which may be located within the Property and for which the Association has maintenance responsibilities; and
- (c) any tracts and/or wetland conservation areas as same are shown and designated on the Plat.

The Association is authorized to take such other action as may be necessary with regard to the Property pursuant to the Articles, the By-Laws 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 to make any such additions. Any and all such additions to the Common Area by the Declarant shall be accepted by the Association and such acceptance shall be conclusively presumed by the recording of a deed in the public records of the County by or on behalf of the Declarant for any such additional Common Area or the designation of such additional Common Area on the Plat or any additional plats duly recorded in the public records of the County for any portion of the Property. The Association shall be required, upon request of the Declarant, to execute any documents necessary to evidence the acceptance of such additional Common Area.

**ARTICLE IX - PROPERTY RIGHTS; PROHIBITED ACTIVITIES
ON THE COMMON AREA**

Section 1. 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, place or erect any improvement or structure of any kind on the Common Area without the prior written approval of the Board.

Section 2. Signs on the Common Area. No sign of any kind shall be displayed in or on the Common Area without the prior written consent of the Board. This Section, however, shall not apply to the Declarant.

Section 3. Animals on the Common Area. No animals shall be permitted on or in the Common Area at any time except as may be provided in the rules and regulations adopted from time to time by the Board.

Section 4. 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 5. Title to Common Area. The Declarant shall convey title to any Common Area to the Association 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 2/3 of the Class A Members.

Section 6. Boundary Fences. The Declarant may, but shall not be obligated to, construct a border fence along all or part of the Property. Such border fence ("Boundary Fence") may be constructed on the Lots and shall be maintained in the same manner in which it was initially constructed. The maintenance, replacement and repair of any portion of such Boundary Fence shall be the obligation of and shall be undertaken by the Homeowner upon whose Lot a portion of such Boundary Fence is located.

Section 7. Entrance Islands. The Declarant may, but shall not be obligated to, erect one or more landscaped entrance islands to the Property, in which event the landscaping and all vertical improvements located thereon 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 such entrance island(s) for the purpose of maintenance and repair of such entrance islands. In the event the Master Association fails to maintain and/or repair the entrance island(s) and all landscaping and vertical improvements thereon, the Association shall have the power, but not the duty, to perform such necessary maintenance and/or repair at the Association's expense.

ARTICLE X - MISCELLANEOUS PROVISIONS

Section 1. General Plan of Development. The Declarant has on file at its business office, presently located at 2020 Clubhouse Drive, Sun City Center, FL 33573, a general plan of development ("General Plan") for the Property, showing a general indication of the size and location of the Property; the approximate size and location of the Common Area; and the general nature of any proposed Common Area facilities and improvements, if any. Such General Plan shall not bind the Declarant to make any such Common Areas or adhere to the General Plan. Such General Plan may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued, in the Declarant's sole discretion.

Section 2. Deed Restrictions. In addition to this Declaration, the Declarant may record for portions of the Property additional deed restrictions applicable thereto either by master instrument or individually recorded instruments. Such deed restrictions may vary as to different portions of the Property 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 portions of the Property are 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 portions of the Property.

Section 3. Covenants to Run With the Land. 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 and the Owner(s) of any real property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 40 years from the date this Declaration is recorded in the public records of the County, after which time the covenants, conditions and, restrictions contained in this Declaration shall be automatically renewed for successive periods of 10 years unless the Owners, upon the affirmative vote of Owners of at least 80% of the Lots, decide, within 6 months of such renewal date, not to renew these covenants, conditions and restrictions, and a certificate executed by the president or the vice-president and secretary of the Association certifying to such vote is recorded in the public records of the County. This Section may not be amended.

Section 4. Enforcement. Unless expressly provided otherwise, the Association, or any Owner, has the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules, and regulations now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If the Association or any person entitled to enforce any of the provisions of this Declaration is the prevailing party in any litigation involving this Declaration or any rule or regulation, such party may recover from the losing party all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Association is the losing party against any Owner, such costs and expenses, including reasonable attorneys' fees, payable to the prevailing party and those incurred by the Association itself, may be assessed against such Owner's Lot, as provided in Article VII herein. Failure by the Association or by any Owner to enforce any covenant, restriction, rule or regulation will not constitute a waiver of the right to do so at any time.

Section 5. Amendment. Except as otherwise provided herein to the contrary, until such time as transfer of control of the Association by the Declarant occurs pursuant to Article V hereof, the Declarant, without the joinder and consent of the Association, the Owners, any Institutional Lenders or any other party (except as otherwise provided herein to the contrary), and in its sole discretion from time to time, may amend this Declaration by recording an instrument executed with the formalities of a deed in the public records of the County.

Prior to transfer of control of the Association, this Declaration may be amended upon the affirmative vote of 90% of the Owners eligible to cast votes at a meeting of the Association membership. Following transfer of control of the Association, this Declaration may be amended upon the affirmative vote of 70% of the Owners eligible to cast votes at a meeting of the Association membership. Notwithstanding the foregoing, any amendment to this Declaration which affects, adversely or otherwise, the rights of the Declarant hereunder shall require the prior written consent of the Declarant in order to be effective.

No amendment shall be effective until recorded, and the Association's proper execution of an amendment instrument will entitle the Association to have such instrument recorded in the public records of the County notwithstanding the informal execution by the requisite percentage of Owners. Any amendment to this Declaration which would affect any SWMS located within the Property must have the prior written approval of the Southwest Florida Water Management District, and such approval need not be recorded but shall be placed in the official records of the Association.

Section 6. Special Amendment. Anything herein to the contrary notwithstanding, and subject to any requirement of First Mortgagee approval set forth herein where applicable, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration, at any time and from time to time, which amends this Declaration and any provision therein: (i) to comply with requirements of FNMA, GNMA, FHLMC, HUD, FHA, VA or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Lots; (iii) to correct clerical or typographical errors in this Declaration; (iv) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations; or (v) to minimize any federal or state income tax liability of the Association. In furtherance of the foregoing, a power coupled with an

interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to make, execute and record Special Amendments. The right and power of Declarant to make Special Amendments hereunder shall terminate on December 31, 2005, or on the date of the conveyance of all Lots in the Community by the Declarant to third parties, whichever occurs last.

Section 7. Additions to the Property.

(a) Additional land may be made subject to all the terms hereof and brought within the jurisdiction and control of the Association in the manner specified in this Section, provided such is done within 40 years from the date this Declaration is recorded. 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 Property in the manner hereinafter set forth, no other real property owned by the Declarant or any other person or party whomsoever, other than within the Property, shall in any way be affected by or become subject to this Declaration. All additional land which, pursuant to this Section, 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 "Property" as used in this Declaration. Notwithstanding anything contained in this Section, the Declarant neither commits to, nor warrants or represents, that any such additional land will be made subject to and brought within the jurisdiction and control of the Association.

(b) Procedure for Making Additions to the Property. Additions to the Property may be made by the following procedure:

(i) The Declarant shall have the right from time to time, in its discretion and without need for consent or approval by either the Association, any Owner, resident or occupant of any Lot, or any other person, to make additional land owned by the Declarant subject to the scheme of this Declaration and to bring such land within the jurisdiction and control of the Association; provided, however, in the event any portion of such additional land is encumbered by one or more mortgages, the Declarant must obtain the consent and approval of each holder of such mortgage(s).

(ii) The addition shall be accomplished by the Declarant filing of record in the public records of the County a supplement to this Declaration with respect to the additional land extending the terms of the covenants and restrictions of this Declaration to such land as specifically and legally described. Such supplement need only be executed by the Declarant and shall be accompanied by the consent(s) and joinder(s) of any holder(s) of mortgage(s) on such additional land. No joinder or consent of the Association, any Owner, resident or occupant of any Lot, or any other person shall be required. Such supplement may contain such additional provisions and/or 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 uses thereof. In no event, however, shall such additional provisions and/or modifications revoke, modify, or add to the covenants and restrictions established by this Declaration as such affect the land described in the original Exhibit A or added by a previous supplement.

(iii) Nothing contained in this Section shall obligate the Declarant to make additions to the Property.

Section 8. Withdrawal. Anything herein to the contrary notwithstanding, the Declarant reserves the absolute right to amend this Declaration at any time and from time to time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Property from the provisions of this Declaration, provided that the Declarant retains ownership of such portion(s) of the Property at the time of such withdrawal.

Section 9. Rights of Mortgagees. Any First Mortgagee has the following rights:

(a) Inspection. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect the books, records, and papers of the Association.

(b) Copies. Upon payment of any reasonable, uniform charge that the Association may impose to defray its costs, to receive copies of the Association's books, records, or papers, certified upon request.

(c) Financial Statements. Upon written request to the secretary of the Association, to receive copies of the annual financial statements of the Association; provided, however, the Association may make a reasonable charge to defray its costs incurred in providing such copies.

(d) Meetings. To designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon.

By written notice to the secretary of the Association, and upon payment to the Association of any reasonable annual fee that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgagee also is entitled to receive any notice that it required to be given to the Class A Members under any provision of this Declaration or the Articles or the By-Laws.

Section 10. FNMA Requirements. Unless the First Mortgagees on the individual Lots which represent at least 51% of the votes of Lots that are subject to First Mortgages and 67% of the total allocated votes of Class A and Class B Members have given their approval, neither the Association nor the Owners shall be entitled to:

- (a) amend this Declaration, the Articles or the By-Laws concerning:
 - (i) voting rights;
 - (ii) increases in Assessments that raise the previous Assessment by more than 25%, Assessment liens or the priority of Assessment liens;
 - (iii) reductions in reserves for maintenance, repair and replacement of the Common Areas;
 - (iv) hazard or fidelity insurance requirements;
 - (v) rights to use of the Common Areas;
 - (vi) responsibility for maintenance and repair of the Property;
 - (vii) boundaries of any Lot;
 - (viii) convertibility of Lots into Common Areas or of Common Areas into Lots;
 - (ix) leasing of Lots;
 - (x) imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his or her Lot;
 - (xi) any provisions which expressly benefit First Mortgagees;
- (b) terminate professional management and establish self-management thereof where professional management had been previously required by a First Mortgagee;
- (c) restore or repair the community (after hazard damage or a partial condemnation) in a manner other than specified in this Declaration; or
- (d) take any action to terminate the legal status of the Community and/or the Association after substantial destruction or condemnation thereof.

Section 11. Termination of the Project. Unless the First Mortgagees of the individual Lots representing at least 67% of the votes in the Association of Lots that are subject to first mortgages have given their prior written approval, neither the Association nor the Owners shall be entitled to terminate the legal status of this Declaration for reasons other than substantial destruction or condemnation thereof.

Section 12. 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 13. Assignments. The 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 the Declarant by any part or paragraph of this Declaration, the Articles or the By-Laws or under the provisions of the Plat. 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 14. Warranties. The 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 the 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.

Section 15. Severability. Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which shall remain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in this Declaration when necessary to avoid a finding of invalidity while effectuating the Declarant's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Community.

Section 16. Joinder. Should title to any Lot have been conveyed by the Declarant prior to the recording of this Declaration, such Owners of Lots by their signature to a Joinder shall be deemed to have joined with the Declarant in the recording of this Declaration and shall have subordinated their right, title and interest in the Lot to the terms hereof and declare that their property shall be subject to this Declaration as fully as if title had been taken by them subsequent to the recording hereof.

Section 17. 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 legal description of the Property described in Exhibit A attached hereto to the Association, the Association is irrevocably bound to accept such conveyance.

Section 18. Master Association. In addition to the terms of this Declaration and the Articles and the By-Laws, all Lots are also subject to the terms and provisions of the Master Declaration. All Owners automatically become members of the Master Association and are subject to the Master Declaration and the articles of incorporation, bylaws and rules and regulations of the Master Association. 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 hereby agree to the 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 19. 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.

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 17th day of April, 1997.

WITNESSES:

FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation

[Signature]
Name: William P. TREFZ

By: [Signature]
Name: R.C. BEYER JR
Title: VICE PRESIDENT

[Signature]
Name: JEAN E. PEEBLES

Attest: [Signature]
Name: GARY NELSON
Title: VICE PRESIDENT

[Signature]
Name: William P. TREFZ

[Signature]
Name: JEAN E. PEEBLES

(SEAL)



STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17th day of April 1997, by R.C. Beyer, Jr. and Gary Nelson as Vice Pres. and Vice Pres., respectively, of FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation, on behalf of the corporation, as Declarant hereunder. They are personally known to me or have produced _____ as identification.

My Commission Expires: 6-13-98

(AFFIX NOTARY SEAL)

[Signature]
(Signature)
Name: JEAN E. PEEBLES
(Legibly Printed)
Notary Public, State of Florida

CC 382245
(Commission Number, if any)



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

CONSENT OF MORTGAGEE TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUTTON WOODS

THE FIRST NATIONAL BANK OF BOSTON, a national banking association ("Mortgagee"), the holder of a mortgage dated the 15th day of December, 1987, and recorded in Official Records Book 5295, Page 624, of the Public Records of Hillsborough County, Florida, as may be or has been modified from time to time ("Mortgage"), which Mortgage encumbers the real property described in Exhibit A to the Declaration of Covenants, Conditions and Restrictions for Sutton Woods ("Declaration"), hereby consents to the recording of such Declaration.

DATE: May 11, 1997

WITNESSES:

THE FIRST NATIONAL BANK OF BOSTON, a national banking association

Montine D. Solomon
Name: Montine D. Solomon

By: S. Selbo
Name: Steven P. Selbo
Title: Vice President

Nicholas Whiting
Name: Nicholas Whiting

(SEAL)

STATE OF GEORGIA
COUNTY OF DEKALB

The foregoing instrument was acknowledged before me this 11th day of May, 1997, by STEVEN P. SELBO, as Vice Pres. of THE FIRST NATIONAL BANK OF BOSTON, a national banking association, on behalf of such association. He/She is personally known to me or has produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

OFFICIAL NOTARY SEAL
Cheryl Geoffrion
Notary Public State of Georgia
My Commission Exp. April 30, 2000

Cheryl Geoffrion
(Signature)
Name: Cheryl Geoffrion
(Legibly Printed)
Notary Public, State of Georgia

(Commission Number, if any)

Exhibit A**Legal Description of the Property**

A tract of land lying in Section 7, Township 29 South, Range 22 East, and Section 12, Township 29 South, Range 21 East, all lying and being in Hillsborough County, Florida and being more particularly described as follows:

Commencing at the Southwesterly most corner of Walden Lake Unit 20, as recorded in Plat Book 56, Page 43 of the Public Records of Hillsborough County, Florida, said point lying on the Easterly right-of-way line of West Timberlane Drive; thence South 16° 52' 00" West, a distance of 41.55 feet, along said Easterly right of way line, to the point of curvature of a tangent curve, concave to the East, having a radius of 650.00 feet and a central angle of 8° 09' 55", and a chord of 92.55 feet bearing South 12° 47' 03" West, thence South along said curve, and Easterly right-of-way line distance of 92.63 feet, to the end of the curve, said point being the POINT OF BEGINNING; thence departing said right-of-way line, South 66° 15' 32" East, a distance of 260.46 feet; thence South 80° 01' 55" East, a distance of 223.86 feet; thence South 62° 09' 42" East, a distance of 196.10 feet; thence North 41° 46' 26" East, a distance of 159.23 feet; thence North 1° 32' 08" West, a distance of 90.41 feet; thence North 85° 37' 14" East, a distance of 102.95 feet; thence South 38° 54' 12" East, a distance of 64.89 feet; thence South 73° 25' 30" East, a distance of 177.46 feet; thence North 78° 16' 59" East, a distance of 76.79 feet; thence South 32° 47' 05" East, a distance of 65.59 feet; thence South 82° 16' 32" East, a distance of 354.84 feet; thence North 84° 17' 41" East, a distance of 170.48 feet; thence North 85° 59' 41" East, a distance of 406.96 feet; thence North 29° 02' 26" East, a distance of 733.43 feet; thence North 27° 17' 36" East, a distance of 310.08 feet; thence North 39° 50' 10" East, a distance of 219.44 feet; thence South 19° 37' 33" East, a distance of 1033.66 feet to the point of curvature of a non-tangent curve, concave to the South, having a radius of 850.01 feet, a central angle of 20° 20' 52", and a chord of 300.28 feet bearing North 80° 35' 58" East; thence East along said curve, a distance of 301.87 feet; thence South 89° 13' 32" East, a distance of 232.14 feet to the Westerly right of way line of Mud Lake Road; thence South 0° 25' 33" West, along said Westerly right of way line of Mud Lake Road, a distance of 100.00 feet; thence departing said Westerly right of way line, North 89° 13' 32" West, a distance of 232.75 feet to the point of curvature of a non-tangent curve, concave to the Southeast, having a radius of 750.01 feet, a central angle of 48° 17' 55", and a chord of 613.69 feet bearing South 66° 37' 30" West; thence Southwest along said curve, a distance of 632.24 feet to the point of curvature of a reverse curve, concave to the Northwest, having a radius of 850.10 feet, a central angle of 36° 37' 00", and a chord of 534.09 feet bearing South 60° 46' 53" West; thence Southwest along said curve, a distance of 543.28 feet; thence South 79° 05' 33" West, a distance of 1869.82 feet to the point of curvature of a tangent curve, concave to the North, having a radius of 850.04 feet and a central angle of 38° 23' 51", and a chord of 559.06 feet bearing North 81° 42' 28" West, thence West along said curve, a distance of 569.66 feet; thence North 62° 30' 03" West, a distance of 114.37 feet to the point of curvature of a tangent curve, concave to the South, having a radius of 25.00 feet and a central angle of 88° 05' 04", and a chord of 34.76 feet bearing South 73° 27' 23" West, thence West along said curve, a distance of 38.43 feet, to the point of curvature of a non-tangent curve, concave to the Northwest, said point lying on the Easterly right of way line of West Timberlane Drive, having a radius of 800.00 feet, a central angle of 12° 11' 10", and a chord of 169.83 feet bearing North 23° 19' 19" East; thence Northeast along said curve and Easterly right of way line of West Timberlane Drive, a distance of 170.15 feet; thence North 17° 16' 53" East, a distance of 266.46 feet to the point of curvature of a non-tangent curve, concave to the West, having a radius of 800.00 feet, a central angle of 20° 35' 13", and a chord of 285.90 feet bearing North 6° 34' 24" East; thence North along said curve, a distance of 287.45 feet to the point of curvature of a reverse curve, concave to the East, having a radius of 650.00 feet, a central angle of 12° 25' 17", and a chord of 140.64 feet bearing North 2° 29' 26" East; thence North along said curve, a distance of 140.92 feet to the POINT OF BEGINNING; said described tract containing 56.0581 acres, more or less.

Exhibit A-1

Common Areas

There are no Common Areas as of the date of recording of the Declaration of Covenants, Conditions and Restrictions to which this exhibit is attached. Common Areas may be added in the future by an amendment to this exhibit made in accordance with the applicable requirements of Article X, Section 5 of the Declaration of Covenants, Conditions and Restrictions.

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SUTTON WOODS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on May 22, 1997, as shown by the records of this office.

The document number of this corporation is N97000002939.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
Twenty-second day of May, 1997



CR2EO22 (2-95)

Sandra B. Mortham

Sandra B. Mortham
Secretary of State

SECRETARY OF STATE
TALLAHASSEE, FLORIDA
97 MAY 22 AM 10:57
FILED

**ARTICLES OF INCORPORATION
OF
SUTTON WOODS HOMEOWNERS ASSOCIATION, INC.
(A Corporation Not for Profit)**

THE UNDERSIGNED INCORPORATOR to these Articles of Incorporation hereby proposes the incorporation under Chapter 617, Florida Statutes, of a corporation not for profit, and hereby makes, subscribes, acknowledges and files with the Secretary of State of the State of Florida, Articles of Incorporation, and hereby certifies as follows:

ARTICLE I: NAME AND LOCATION

The name of this corporation shall be SUTTON WOODS HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association"), and its initial office for the transaction of its affairs shall be 2020 Clubhouse Drive, Sun City Center, Florida 33573, and the initial Registered Agent at that address is R.C. Beyer, Jr.

ARTICLE II: PURPOSES

This Association does not contemplate pecuniary gain or profit to the members thereof, and no distribution of income to its members, directors or officers shall be made, except that nothing herein shall prevent the Association from compensating persons who may be members, directors or officers in exchange for services actually rendered to, or costs actually incurred for the benefit of, the Association in furtherance of one or more of its purposes. The general purpose of this Association is to promote the common interests of the property owners in Sutton Woods (hereinafter referred to as the "Subdivision"), and the specific purpose is to perform the functions of the Association contemplated in the Declaration of Covenants, Conditions and Restrictions for the Subdivision recorded in the public records of Hillsborough County, Florida (hereinafter referred to as the "Declaration"), as the same may in the future be amended from time to time, which purposes shall include, but not be limited to, the power to:

- (a) 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;
- (b) Fix, levy, collect and enforce payment, by any lawful means, all charges or assessments pursuant to the terms of the Declaration, and to adopt such annual budgets as are necessary to carry out the provisions of the Declaration;
- (c) Pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association;
- (d) 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;
- (e) borrow money, and upon 2/3 affirmative 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;
- (f) dedicate, sell, or transfer all or any part of the 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;
- (g) 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 Property, and the providing of utility and other services thereto;

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

(i) 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;

(j) 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;

(k) Maintain, repair and replace Common Areas as contemplated by the Declaration;
and

(l) Have and exercise any and all other powers, rights and privileges of a not-for-profit corporation organized under the laws of the State of Florida.

ARTICLE III: MEMBERSHIP AND VOTING RIGHTS

Section 1. Eligibility. Every person, whether an individual, corporation or other entity, who is the record owner of a Lot that is subject to assessment pursuant to the Declaration shall become a member of the Association upon the recording of the instrument of conveyance. 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. If title to a Lot is held by more than one person, each such person shall be a member. An Owner of more than one Lot is entitled to membership for each Lot owned. No person other than an Owner may be a member of the Association, and a membership in the Association may not be transferred except by the transfer of title to a Lot; provided, however, the foregoing does not prohibit the assignment of membership and voting rights by a Homeowner who is a contract seller to such Homeowner's vendee in possession. The Declarant shall be a member for so long as it owns one or more Lots.

If more than one person owns a fee interest in any Lot, all such persons are members, but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves, but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file a certificate with the secretary of the Association naming the voting co-owner entitled to vote at such meeting, unless such co-owners have filed a general voting certificate with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, no separate certificate shall be necessary if title to any Lot is held in a tenancy by the entireties, and in such event either tenant is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing by such co-tenants by the entireties.

Section 2. Classes of Membership and Voting; Transfer of Control. The Association shall have two classes of voting membership: Class A and Class B. So long as there is Class B membership, Class A members shall be all persons owning record title to the Lots of the Subdivision ("Class A Members") except the Developer. All Class B memberships shall belong to the Developer. Upon termination of Class B membership as provided below, Class A Members shall be all Owners, including the Developer so long as such Developer is an Owner. Subject to the provisions of Section 1 of this Article, Class A Members are entitled to cast one vote for each Lot owned, and Class B Members shall be entitled to cast 3 votes for each Lot owned. There shall be no cumulative voting for directors or any other matters.

The Class B membership will terminate and convert automatically to Class A membership, and transfer of control of the Association to the members other than the Declarant upon the happening of any of the following, whichever occurs first:

(a) 3 months after 90% of the Lots in all portions of the Subdivision which are or may be ultimately subject to governance by the Association have been conveyed to third-party Owners of Lots;

(b) upon conveyance of the requisite percentage of Lots which triggers the transfer of control of the Association, as such percentage is mandated by applicable FHA, FNMA, GNMA, HUD, FHLMC or VA provisions related to mortgage financing; and

(c) when the Declarant waives its right to Class B Membership, which waiver shall be evidenced by the recording of a certificate to such effect in the public records of Hillsborough County, Florida.

Upon termination of Class B membership, all provisions of the Declaration, Articles of Incorporation, or By-Laws referring to Class B-membership will be obsolete and without further force or effect, including any provision requiring voting by classes of membership.

Section 3. Transferability. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whether or not mention thereof is made in such conveyance of title.

ARTICLE IV: TERM OF EXISTENCE

The Corporation shall have perpetual existence.

ARTICLE V: INCORPORATOR

The name and residence of the Incorporator to these Articles of Incorporation is the following:

<u>NAME</u>	<u>ADDRESS</u>
Robert S. Freedman	Carlton, Fields, Ward, Emmanuel, Smith & Cutler, P.A. One Harbour Place Tampa, Florida 33602

ARTICLE VI: MANAGEMENT

The affairs of the Corporation shall be managed by its Board of Directors, which shall consist of not less than 3 nor more than 9 individuals, the precise number to be fixed in the By-Laws or by the Board of Directors from time to time. Directors shall be elected for one year terms by the members at the annual members' meeting, to be held as scheduled by the Board of Directors in the last quarter of each fiscal year in the manner prescribed in the By-Laws, and shall hold office until their respective successors are duly elected and qualified. The Board shall elect a President, a Vice President, and a Secretary-Treasurer of the Association, and such other officers as may, in the opinion of the Board, from time to time be necessary to adequately administer the affairs of the Association. Such officers are to hold office at the pleasure of the Board or until their successors are duly elected and qualified. Officers may be Directors. Officers and Directors must be members of the Association except with respect to those who are elected by the Class B members. Any individual may hold 2 or more corporate offices, except that the offices of President and Secretary-Treasurer may not be held by the same person. The officers shall have such duties as may be specified by the Board or the By-Laws of the Association. Vacancies occurring on the Board and among the officers shall be filled in the manner prescribed by the By-Laws of the Association.

Notwithstanding the foregoing, the Class B members shall have the right to elect all Directors as long as there shall be Class B membership, except that such Class B members, in their sole discretion, may voluntarily appoint one director from amongst the Class A members after 50% of the Lots in the Subdivision have been conveyed to Class A members. Additionally, the Declarant shall be entitled to elect at least one member to the

Board as long as the Declarant holds for sale in the ordinary course of business at least one Lot which is or may ultimately be contained within the Subdivision.

ARTICLE VII: INITIAL OFFICERS

The names of the initial officers who are to serve until their successors are elected under the provisions of these Articles of Incorporation and the By-Laws are the following:

<u>Title</u>	<u>Identity</u>
President	R.C. Beyer, Jr.
Vice President	Gary Nelson
Secretary-Treasurer	Milton Flinn

ARTICLE VIII: INITIAL BOARD OF DIRECTORS

The number of persons constituting the initial Board of Directors of the Association shall be 3 and the names and addresses of the members of such first Board of Directors, who shall hold office until their respective successors are elected pursuant to the provisions of these Articles of Incorporation and the By-Laws, are the following:

R.C. Beyer, Jr.	2020 Clubhouse Drive Sun City Center, Florida 33573
Gary Nelson	2020 Clubhouse Drive Sun City Center, Florida 33573
Milton Flinn	2020 Clubhouse Drive Sun City Center, Florida 33573

ARTICLE IX: BY-LAWS

The By-Laws of the Association shall be adopted by the initial Board of Directors, as constituted under Article VIII above, at the organizational meeting of the Board. Thereafter the By-Laws may be altered, amended, or rescinded by the affirmative vote of 2/3 of the Board of Directors, and after notice to the members, by the majority vote of Class A members, and the unanimous vote of the Class B members, present at any regular or special meeting of the membership.

However, no amendment to the By-Laws shall be valid which affects any of the rights and privileges provided to the Developer without the written consent of the Developer as long as Developer shall own any Lots in the Subdivision.

ARTICLE X: AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

(e) The Board of Directors shall adopt a resolution setting forth a proposed amendment and, if members have been admitted, directing that it be submitted to a vote at a meeting of members, which may be either the annual or a special meeting. If no members have been admitted, the amendment shall be adopted by a vote of the majority of directors and the provisions for adoption by members shall not apply.

(f) Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each member of record entitled to vote thereon within the time and in the manner

provided by Florida Statutes for the giving of notice of meetings of members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(g) At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving both the affirmative vote of a majority of the votes of members of each class entitled to vote thereon as a class and the affirmative vote of a majority of the votes of all members entitled to vote thereon.

Any number of amendments may be submitted to the members and voted upon by them at one meeting.

Notwithstanding anything herein to the contrary, no amendment to these Articles of Incorporation shall be valid which:

(h) affects any of the rights and privileges provided to the Developer without the written consent of the Developer as long as the Developer shall own any lots in the Subdivision; and

(i) constitutes a material change, without the prior written approval of the First Mortgagees of the Lots representing at least 51% of the votes of Lots that are subject to First Mortgages and 67% of the total number of votes allocated to the Class A and Class B members. For the purposes of this Article, a material change to these Articles of Incorporation shall be deemed any change concerning:

- (1) voting rights;
- (2) increases in assessments that raise the previous assessment by more than 25%, assessment liens, or subordination of assessment liens;
- (3) reductions in reserves for maintenance, repair and replacement of the Common Area;
- (4) responsibility for maintenance and repairs;
- (5) reallocation of interest in the general or limited Common Area, or rights to their use;
- (6) boundaries of any Lot;
- (7) convertibility of Lots into Common Area or vice versa;
- (8) hazard or fidelity requirements;
- (9) leasing of Lots;
- (10) imposition of any restrictions on an Owner's right to sell or transfer his or her Unit or Lot; or
- (11) any provisions which expressly benefit First Mortgagees or insurers or guarantors of first mortgages.

ARTICLE XI: REGISTERED OFFICE AND AGENT

Pursuant to Section 48.091 and Section 607.0501, Florida Statutes, the name and address of the Initial Registered Agent for service of process upon the Association is:

R.C. Beyer, Jr.
2020 Clubhouse Drive
Sun City Center, Florida 33573

The above address is also the address of the registered office of the Association.

ARTICLE XII: DEFINITIONS

Unless the context expressly requires otherwise, the terms used herein shall have the meanings set forth in the Declaration.

The undersigned Incorporator hereby executes these Articles of Incorporation as of this 21st day of May, 1997.



Robert S. Freedman, Incorporator

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this _____ day of _____, 1997, by ROBERT S. FREEDMAN, being known to me to be the person who executed the foregoing Articles of Incorporation, and who acknowledged to me that he executed the same as his free act and deed for the uses and purposes therein set forth. He is personally known to me.

My Commission Expires:


(AFFIX NOTARY SEAL)

(Signature)
Name: _____
(Legibly Printed)
Notary Public, State of Florida

(Commission Number, if any)

ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT

The undersigned, having been named as registered agent and to accept service of process for SUTTON WOODS HOMEOWNERS ASSOCIATION, INC., hereby accepts the appointment as registered agent and agrees to act in such capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of his duties and is familiar with and accepts the obligations of his position as registered agent.



R.C. Beyer, Jr.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA
97 MAY 22 AM 11:17
FILE

**BY-LAWS
OF
SUTTON WOODS HOMEOWNERS ASSOCIATION, INC.
(A Corporation Not for Profit)**

ARTICLE I - NAME AND LOCATION

The name of the corporation is SUTTON WOODS HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association"), and its initial office for the transaction of its affairs shall be 2020 Clubhouse Drive, Sun City Center, Florida 33573. 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 (hereinafter referred to as the "Board").

ARTICLE II - DEFINITIONS

Unless the context expressly requires otherwise, the terms used herein shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions for Sutton Woods ("Declaration").

ARTICLE III - MEETING OF MEMBERS

Section 1. **Annual Meetings.** All annual and special meetings of the Association shall be held in Hillsborough County, Florida, or at such other place as may be permitted by law and from time to time as fixed by the Board and designated in the notices of meetings.

Section 2. **Notice of Annual Meetings.** Annual meetings of the members of the Association shall be held in the fourth quarter of each fiscal year. Notice of the meeting, which shall include an agenda, shall be hand-delivered or sent by first class mail to each member listed in the membership book of the Association at the address shown therein ("Member of Record") at least 14 and no more than 60 days prior thereto. The secretary of the Association shall obtain and retain a written receipt of delivery or the post office certificate of mailing as proof that the notice was delivered or mailed.

Section 3. **Special Meetings.** Special meetings of the members, for any purpose or purposes, whether or not specifically required by these By-Laws, the Articles of Incorporation or the Declaration may be called by the president, secretary, a majority of the Board, or by the members having 1/10 of the votes of the Class A membership.

Section 4. **Notice of Special Meetings.** No business shall be transacted at any special meeting except as stated in the notice thereof. Except as otherwise provided herein, notice of all special meetings shall be given by the secretary to Members of Record, or if the secretary shall fail to do so, by the president or Board, not less than 30 nor more than 60 days prior to the date thereof, stating the date, time, and place of the meeting and the purpose or purposes thereof. Notices deposited in the United States mail, postage prepaid within the prescribed time or, in lieu of mailing, delivered by hand to the members shall suffice. The Secretary shall obtain and retain a written receipt of delivery of the post office certificate of mailing as proof that the notice was delivered or mailed.

Section 5. **Quorum.** Members present in person or represented by proxy, entitled to cast at least 1/3 of the votes entitled to be cast at a meeting of the Association Membership, shall constitute a quorum.

Section 6. **Action Taken at Meeting.** When a quorum is present at any meeting, a majority of the votes duly cast by the members present at the meeting or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by express provision of law, the Declaration, the Articles of Incorporation or these By-Laws, a different vote is required, in which case the express provision

**EXHIBIT "C" TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SUTTON WOODS**

shall govern and control. If any meeting of members cannot be organized because a quorum is not present, the meeting may be adjourned by a majority of the members present in person, until a quorum is present.

Section 7. **Order of Business.** The order of business at all meetings shall be as prescribed in the agenda prepared by the Board and submitted to the Members of Record with the notice of each meeting.

Section 8. **Action Without Meeting.** Any action which may be taken by the membership pursuant to a duly called meeting, may be taken without a meeting, provided that a proposal of action to be taken by the members is mailed to every member of the Association together with a request for approval or disapproval, and the members responding to the proposal ("Responding Members") hold at least 1/3 of the votes entitled to be cast at a meeting of the Association. A proposed action may be approved by a majority of the votes attributable to the Responding Members unless the proposed action is one which by express provision of law, the Declaration, the Articles of Incorporation or these By-Laws requires a different vote, in which case the express provision as it pertains to voting percentages shall govern and control.

Section 9. **Voting.** The Association has two classes of voting membership: Class A and Class B. So long as there is Class B membership, Class A members are all Owners except the Declarant. The Class B members shall be the Declarant. Upon termination of Class B membership, as provided by the Declaration, Class A members are all Owners, including the Declarant so long as such Declarant is an Owner. Subject to the provisions of the following paragraph, Class A members shall be entitled to cast 1 vote for each Lot owned, and Class B members shall be entitled to cast 3 votes for each Lot owned. The provisions of Article V of the Declaration shall govern the termination of Class B membership and the transfer of control of the Association from the Declarant to the Association membership.

If more than one person owns an interest in any Lot, all such persons are members, but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves, but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held in a tenancy by the entireties, either tenant is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing.

Section 10. **Presiding Officers.** At each meeting of the members, the president, or in his absence the vice president, shall preside and the secretary, or in his absence the assistant secretary, shall be the secretary for the meeting.

ARTICLE IV - DIRECTORS

Section 1. **Board of Directors.** The affairs of the Association shall be managed by a Board of at least 3 but not more than 9 directors. Until such time as the Declarant relinquishes control of the Association and transfer same to the Association membership, the Board shall be comprised of 3 directors. A director must be a member except that the directors elected by the Class B members need not be members and may be the officers and/or employees of the Developer.

Section 2. **Election of Directors.**

(a) Election of directors shall be held at the annual members' meeting.

(b) The election of directors to be elected by the Class A members shall be by ballot (unless dispensed by the unanimous vote consent of those members eligible to vote in person or proxy) and shall be determined by a plurality of the Class A votes cast. There shall be no cumulative voting.

(c) Except as to vacancies provided by removal of directors by members, all vacancies in the Board occurring between annual meetings of members, including vacancies created by increasing the size of the Board, shall be filled by the vote of a majority of the remaining directors.

(d) Any directors elected by Class A members may be removed by concurrence of 2/3 of the votes of the Class A members at a special meeting of the members called for that purpose. The vacancy in the Board so created shall be filled by the members of the Association at the same meeting.

(e) Notwithstanding the foregoing, the Board shall be elected solely by Class B members as long as there are Class B members, with the exception that in the sole discretion of the Class B members, one director may be appointed by the Declarant from amongst the Class A members after 50% of the Lots have been conveyed to Class A members.

Section 3. **Term of Office.** The term of each director's service shall be one year and until his successor is duly elected and qualified or until he is removed in the manner provided elsewhere herein.

Section 4. **First Board of Directors.** In accordance with the Articles of Incorporation, the Board appointed and named in said Articles of Incorporation (and their successors appointed by the Declarant) shall serve at least until Class A members are entitled to elect one or more of the directors.

Section 5. **Annual Meetings.** The annual meeting of the Board may be held at such time and place as shall be determined by the directors, except that such annual directors' meeting shall be held as soon as practicable following the annual members' meeting. If held at any time other than immediately following the annual members' meeting, there shall be 3 days notice given by the President personally or by mail, telephone or telegraph, which notice shall state the time and place of the meeting.

Section 6. **Special Meetings.** Special meetings of the directors may be called by the president and must be called by the secretary at the written request of 2/3 of the directors. Not less than 3 days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

Section 7. **Waiver of Notice.** Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance at a meeting shall constitute a waiver of notice.

Section 8. **Quorum and Voting.** A quorum at directors' meetings shall consist of a majority of the entire Board. The acts approved by a majority of directors shall constitute the acts of the Board except when approval by a greater number of directors is required by the Articles of Incorporation, these By-Laws or the laws of the State of Florida.

Section 9. **Adjourned Meetings.** If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 10. **Joinder in Meeting by Approval of Minutes.** The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

Section 11. **Presiding Officer and Secretary for Meetings.** The presiding officer of the directors' meetings shall be the chairman of the Board if such an officer has been elected; and if none, the president shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside. The secretary of the Association shall be the secretary for meetings of the directors, unless absent, in which case the directors shall designate one of their members to act as secretary for the meeting.

Section 12. **Compensation.** No director shall receive compensation for any service he may render to the Association as director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties, and this provision shall not preclude a person who is also a director to receive compensation in exchange for other services rendered to or on behalf of the Association in a capacity other than director.

Section 13. **Committees.** The Board may from time to time appoint such committees and delegate such duties and powers thereto as it may deem advisable.

Section 14. **Attendance by Telephone.** Any member or members of the Board shall be deemed present and voting at a meeting of such Board if said member or members participate in the meeting by means of a conference telephone or similar communications equipment or device enabling all persons participating in the meeting to hear each other.

Section 15. **Action Without Meeting.** Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent to the action signed by all the members of the Board is filed with the minutes of the proceedings of the Board.

Section 16. **Powers.** The Board shall have the powers set forth in the Declaration and the Florida Not-For-Profit Corporation Act, including, but not limited to, the power to:

(a) adopt and promulgate rules and regulations governing the Subdivision or contemplated by the Declaration, and to establish penalties for the infraction thereof (a rule shall be deemed promulgated when a copy thereof is furnished to each Class A member in person or mailed to each such member at the address on the records of the Association);

(b) levy fines and suspensions in accordance with Article VIII herein;

(c) 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 By-Laws, the Articles of Incorporation, or the Declaration, including the establishment of the assessments provided for in the Declaration; and

(d) employ a manager, or such other independent contractors or employees as they deem necessary, and to prescribe their duties.

Section 17. **Duties.** It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present an oral or written 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 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 assessment against each Lot;

(2) exercise the duties of the Board as set forth in the Declaration and enforce the restrictions and covenants contained therein; and

(3) take appropriate and timely action against members whose assessments are in default;

(d) issue, or to 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) cause all officers or employees having fiscal responsibilities to be bonded, if such bonding may be deemed appropriate; and

(f) perform such other acts as may be required of a board of directors under the Florida Not-For-Profit Corporation Act.

ARTICLE V - OFFICERS

Section 1. **First Officers.** In accordance with the Articles of Incorporation, the first officers of the Association named and appointed in such Articles of Incorporation shall serve until their qualified successors are elected by the Board.

Section 2. **Executive Officers.** The executive officers of the Association shall be a president, who shall be a director, a vice president, who shall be a director, a treasurer-secretary and other officers as shall be elected by the Board. Except as provided in Section 1 of this Article, such officers shall be elected annually by the Board. Officers need not be Lot owners and the officers and employees of the Declarant may be officers of the Association. The Board from time to time may elect such assistant or other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. Each officer shall serve until a qualified successor is elected by the Board. The Board, by a 2/3 affirmative vote, from time to time may remove an officer with or without cause and fill such vacancy so created.

Section 3. **President.** The president shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

Section 4. **Vice-President.** The vice-president, in the absence or disability of the president, shall exercise the powers and perform the duties of the president. He also shall assist the president generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

Section 5. **Secretary.** The secretary shall keep the minutes of all proceedings of the directors and members. He shall attend to the giving and serving of all notices to the members and directors and others that are required by law. He shall have custody of the seal of the Association and affix it to any instruments requiring a seal when duly signed. He shall keep the records of the Association including the membership book, except those of the treasurer unless the secretary is also the treasurer of the Association. The secretary shall perform all other duties incident to the office of secretary of a corporation and as may be required by the Board or the President. Any assistant secretary elected shall perform the duties of the secretary when the secretary is absent.

Section 6. **Treasurer.** The treasurer shall have custody of all property of the Association including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties usually incident to the office of treasurer.

Section 7. **Compensation.** No officer shall receive any compensation by reason of his office; provided, however, that nothing herein shall preclude the Board from employing an officer as an employee of the Association or preclude the contracting with an officer for management services.

ARTICLE VI - FISCAL MANAGEMENT

Section 1. **Depositories.** All funds of the Association shall be deposited in the name of the Association in such bank, banks or other financial institutions as the Board may from time to time designate, and shall be drawn out on checks, drafts or other orders signed on behalf of the Association by such person or persons as the Board may from time to time designate.

Section 2. **Contracts, Etc.** Except as otherwise specifically provided by these By-Laws, all contracts, agreements, deeds, bonds, mortgages and other obligations and the instruments shall be signed on behalf of the Association by the president or by such other officer, officers, agent or agents as the Board may from time to time by resolution provide.

Section 3. **Budget.** The Board shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the Association expenses and to provide and maintain funds for the appropriate accounts according to good accounting practices. Such budget shall be adopted prior to, and a copy shall be distributed at, the annual members' meeting next preceding the fiscal year for which the budget shall apply.

Section 4. **Assessments.** As more fully provided in the Declaration, each member is obligated to pay to the Association certain 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 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 18% per annum, or such other rate as may be, from time to time, established by the Board. 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 attorneys' 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.

Section 5. **General Assessment.** The Board shall adopt the General Assessment as provided for in the Declaration. The initial level of the assessment until changed by action of the Board shall be \$50.00 per Lot per year. The adoption of these By-Laws is action of the Board to fix and establish the assessment at \$50.00 per Lot per year.

Section 6. **Special Assessments.** As contemplated by the Declaration, special assessments may be adopted by the Association to meet expenses which exceed the budget adopted by the Board of Directors. Such special assessments shall be adopted and levied upon approval of a majority of the votes cast by the members present at a special meeting called for that purpose.

Section 7. **Budget Review by Members.** If the Board-adopted General Assessment against the Lots in any fiscal year exceeds 115% of the General Assessments for the preceding fiscal year, upon written application of 10% of the Owners to the Board, a special meeting of the membership shall be called 30 days upon not less than 10 days' written notice to each Homeowner. At the special meeting, the members shall consider and may enact a budget and General Assessment. The adoption of the budget and General Assessment by the members shall require a majority of the votes cast at such meeting.

If no new budget and General Assessment are adopted by the members at such special meeting, then the budget and General Assessment adopted by the Board under Sections 3 and 5 of this Article VI shall stand and constitute the valid budget and General Assessment of the Association.

Section 8. **Financial Report.** The Treasurer of the Association shall report the financial status of the Association to the members 60 days following the end of the fiscal year.

ARTICLE VII - AMENDMENTS

Section 1. These By-Laws may be altered, amended, or rescinded by the affirmative vote of 2/3 of the Board, and after notice to the members, by the majority vote of Class A members, and the unanimous vote of the Class B members, present at any regular or special meeting of the membership.

Notwithstanding anything herein to the contrary, no amendment to the By-Laws shall be valid which:

(a) affects any of the rights and privileges provided to the Developer without the written consent of the Declarant as long as the Declarant shall own any Lots in the Subdivision; and

(b) makes any material change to these By-Laws without the prior written approval of the First Mortgagees of the Lots representing at least 51 % of the votes of Lots that are subject to First Mortgages and 67 % of the total allocated votes of the Class A and Class B members. For purposes of this Article, a "material change" to these By-Laws shall be deemed any change concerning:

- (1) voting rights;
- (2) increases in Assessments that raise the previous Assessment by more than 25%, Assessment liens or the priority of Assessment liens;
- (3) reductions in reserves for maintenance, repair and replacement of the Common Area;
- (4) hazard or fidelity insurance requirements;
- (5) rights to use of the Common Area;
- (6) responsibility for maintenance and repair of the Property;
- (7) boundaries of any Lot;
- (8) convertibility of Lots into Common Area or of Common Area into Lots;
- (9) leasing of Lots;
- (10) imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his or her Lot;
- (11) the expansion or contraction of the Community, or the addition, annexation, or withdrawal of property to or from the Community; or
- (12) any provisions which expressly benefit First Mortgagees, Insurers or Guarantors as defined in the Declaration.

ARTICLE VIII - FINES AND SUSPENSIONS

The Association shall have the power to suspend, for a reasonable period of time, the rights of an Association member and/or such member's tenants, guests or invitees to use the Common Area, and to levy reasonable fines against same not to exceed the greater of \$50.00 per violation or the maximum amount allowed under applicable law for activities which violate the provisions of the Declaration, these By-Laws or any rules and regulations duly promulgated by the Association. No fine or suspension may be imposed except upon 14 days prior written notice to the person sought to be suspended or fined, and such person having an opportunity for a hearing before a committee of at least 3 members of the Association. Such committee shall be appointed by the Board and

shall not be composed of any officers, directors or employees of the Association, nor any spouse, parent, child, brother or sister of any officer, director or employee. No fine or suspension may be imposed except upon majority approval of such committee. Suspension of rights to use the Common Area shall not include any right to restrict vehicles and pedestrians ingress and egress to and from such offending person's Lot. The voting rights of a member may not be suspended by the Association. Notwithstanding the foregoing, fines and suspensions can be otherwise imposed by the Association for failure to pay assessments as imposed under the Declaration.

ARTICLE IX - MISCELLANEOUS

Section 1. The fiscal year of the Association shall be the calendar year.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.