

Prepared by and Return to:  
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**DECLARATION OF RESTRICTIONS, COVENANTS,  
EASEMENTS AND CONDITIONS  
OF  
VILLAS OF WESTSHORE, LLC**

This Declaration is made this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by VILLAS OF WESTSHORE, LLC, a Florida limited liability company, (hereinafter referred to as the "Declarant").

Declarant is the owner of certain real property, including the Units (as that term is hereinafter defined) now or hereafter constructed on that real property, situated in Pinellas County, Florida, more fully described in Exhibit "A," which is attached hereto and made a part hereof as if fully set forth herein (hereinafter referred to as the "Property"), and hereby declares that the Property is and shall be held, transferred, sold, conveyed, used and occupied in accordance with and subject to the restrictions, covenants, easements and conditions contained in this Declaration (as that term is hereinafter defined). The restrictions, covenants, easements and conditions set forth in this Declaration shall bind, and the benefits thereof shall inure to, any and all persons and entities having any right, title or interest in the Property or any part thereof, their representatives, agents, heirs, personal representatives, successors and assigns. VILLAS OF WESTSHORE, LLC, Inc. (hereinafter referred to as the "Association") does hereby join and consent to this Declaration pursuant to the Joinder and Consent more fully set forth in Exhibit "B," which is attached hereto and made a part hereof as if fully set forth herein, and hereby declares that any portion of the Property owned by the Association is and shall be subject to the restrictions, covenants, easements and conditions contained in this Declaration.

**ARTICLE 1**

**DEFINITIONS**

Each of the following terms shall have the meaning ascribed thereto whenever used in this Declaration:

SECTION 1.1. "Articles" shall mean and refer to the Articles of Incorporation of the Association, as they may be amended from time to time. The Articles are attached hereto as Exhibit "C" and are incorporated by reference herein.

SECTION 1.2. "Association" shall mean and refer to the VILLAS OF WESTSHORE, LLC, Inc., a Florida not-for-profit corporation, its successors and assigns.

SECTION 1.3. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

SECTION 1.4. "Bylaws" shall mean and refer to the Bylaws of the Association, as they may be amended from time to time. The Bylaws are attached hereto as Exhibit "D" and are incorporated by reference herein.

SECTION 1.5. "Common Area" shall mean and refer to all real property, and any buildings and improvements thereon, including without limitation the pool and pool area, owned or leased by, or dedicated to, the Association for the common use and enjoyment of the Owners. The Common Area shall consist of:

- (a) All portions of the Property that are not Units;
- (b) All portions of the Property that are not dedicated to a governmental entity or to the public for a public use;
- (c) The Surface Water Management System Facilities;
- (d) The private roads and-walkways to the Units; and
- (e) The parking areas located on the Property.

SECTION 1.6. "Declarant" shall mean and refer to VILLAS OF WESTSHORE, LLC, a Florida limited liability company, its successors and assigns.

SECTION 1.7. "Declaration" shall mean this Declaration of Restrictions, Covenants, Easements and Conditions of Edgewater Townhomes as it may be amended from time to time.

SECTION 1.8. "Institutional Mortgagee" shall mean and refer to any lending institution that has a lien upon a Unit by virtue of its owning and holding a mortgage given by the Owner of the Unit, including any of the following institutions: an insurance company or subsidiary thereof, a federal or state savings and loan association, a federal or state bank, a real estate investment trust, an agency of the United States government, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation; or any mortgage company doing business in the State of Florida, and the Declarant.

SECTION 1.9. "Lot" shall mean and refer to each platted lot located within the boundaries of the Property that is not a Unit or Common Area, but upon which it is intended that a residential dwelling be constructed.

SECTION 1.10. "Member" shall mean and refer to each person and entity that is a member of the Association pursuant to the Bylaws.

SECTION 1.11. "Owner" shall collectively mean and refer to the fee simple record titleholder or holders of a Unit, excluding any person or entity that has any interest in a Unit merely as security for the performance of an obligation.

SECTION 1.12. "Property" means the real property subject to this Declaration.

SECTION 1.13. "Rules and Regulations" shall mean and refer to any and all rules and regulations for the use and occupancy of the Property established by Declarant prior to Declarant's transfer of control of the Association to the Owners, and thereafter to any and all rules and regulations approved by the Board of Directors of the Association, in accordance with the terms and provisions contained in Article 16 of this Declaration.

SECTION 1.14. "Surface Water Management System Facilities", shall mean the surface water management system facilities as permitted by the Southwest Florida Water Management District, which facilities shall include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, wetland mitigation and any other water management system improvements in accordance with the rules and regulations promulgated by any applicable governmental agency or authority, including without limitation, the Southwest Florida Water Management District.

SECTION 1.15. "Unit" shall mean and refer to each Lot located on the Property upon which a single family residential dwelling is substantially completed as evidenced by a Certificate of occupancy issued by the appropriate governmental agency.

## ARTICLE 2

### ANNEXATION AND WITHDRAWAL

SECTION 2.1. Annexation by Declarant. Declarant hereby reserves the right to annex to the Property additional residential property, roadways, common areas and recreation areas. Declarant shall have such right until such time as Declarant transfers control of the Association to the Owners as provided in Article 5 of this Declaration. Declarant's exercise of such right shall not require the consent of any other person or entity, except for approval, if required, by any applicable governmental entity with jurisdiction over the use and occupancy of the Property. Any additional residential property, roadway areas, common areas or recreation areas that Declarant may annex to the Property shall be subject to the terms and provisions of this Declaration upon Declarant's execution and recording in the Public Records of Pinellas County, Florida, of an amendment to this Declaration effecting such annexation. Such amendment shall refer to this Declaration and shall incorporate by reference all of the restrictions, covenants, easements and conditions contained in this Declaration, thereby subjecting the annexed residential property, roadway areas, common areas or recreational areas to the restrictions, covenants, easements and conditions of this Declaration as though the annexed properties were fully described herein as a portion of the Property. Any such amendment may contain only additions or modifications of the restrictions, covenants, easements and conditions contained in this Declaration as may be necessary to reflect the different character, if any, of the annexed properties so long as such additions or modifications are not inconsistent with the general scheme of this Declaration.

SECTION 2.2. Annexation by Owners. At any time after Declarant transfers control of

the Association to the owners, the Owners may annex additional residential property, roadways, common areas and recreation areas with the vote of two-thirds (2/3) of the Owners present in person or by proxy at a special meeting of the Members called for that purpose and held in accordance with the terms and provisions of the Bylaws, and with the approval of any applicable governmental entity having jurisdiction over the use and occupancy of the Property, if such approval is required.

SECTION 2.3. Dissolution. In the event of the dissolution of the Association, other than incident to a merger or consolidation, any Member may petition the Circuit Court of the Thirteenth Judicial Circuit of the State of Florida to manage the affairs of the dissolved Association that had managed the Property, in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Property.

### ARTICLE 3

#### PROPERTY RIGHTS

SECTION 3.1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area. Such right and easement shall be appurtenant to, and shall pass with, the title to every Unit or authorized right to occupy any Unit, subject to the following:

- (a) The Association's right to suspend an Owner's voting rights for any period during which any assessment against the Owner's Unit remains unpaid;
- (b) The Association's right to suspend an Owner's voting rights for a period not to exceed sixty (60) days for any infraction of the Rules and Regulations;
- (c) The Association's right to fine an Owner, tenant, guest or invitee of an Owner, not to exceed \$100.00 per violation of this Declaration, the Articles, Bylaws or any duly adopted rule of the Association. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000 in the aggregate;
- (d) The Association's right to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes, and subject to such conditions, as may be approved by the Board of Directors; provided however, that such dedication or transfer shall be approved by a majority vote of the Members present at a special meeting called for that purpose and held in accordance with the terms and provisions of the Bylaws;
- (e) The Association's right to adopt, alter, amend, rescind and enforce any and all rules and regulations that govern the use and enjoyment of the Common Area;
- (f) The Association's right to grant permits, licenses and easements over, in, across and under the Common Area for such services, utilities, roads and other purposes that are reasonably necessary for the benefit of, and for the proper maintenance or operation of, the Property;

(g) An access easement over, in, across, through and under the Property in favor of owners and/or the providers of any equipment necessary for the provision of utilities and services to or for the benefit of the Property, and their servicemen and repairmen, which easement is necessary for the maintenance, repair and replacement of any such equipment, including, but not limited to, electric, gas, telephone, cable television, water, sewage, drainage and waste removal equipment;

(h) An access easement in favor of the Association which is necessary for the Association to keep the Common Area in a good state of maintenance and repair, or to perform its maintenance responsibilities as set forth herein; and,

(I) An easement for the encroachment of any building or other improvement located on the Property upon any Unit, and for the encroachment of any Unit upon the Property, which encroachment results from minor inaccuracies in survey, construction or reconstruction, or from settlement or movement. Any such easement for an encroachment shall include an easement in favor of the owner of the encroachment for the maintenance, occupancy and use of the encroaching Unit, building or improvement, whether the owner be an Owner, the Association, or any public or governmental agency, authority or utility to which any portion of the Property has been dedicated or transferred.

SECTION 3.2. Delegation of Use. Any Owner may delegate his right in an easement of enjoyment to the Common Area to the members of Owner's immediate family and to Owner's approved lessees or contract purchaser so long as any such family member, lessee, or contract purchaser resides in the Owner's Unit. Any such delegation with regard to an Owner's lessee or contract purchaser shall not be effective unless the transfer of occupancy of the Owner's Unit is made in accordance with the terms and provisions of this Declaration and is subject to the Association's rules and regulations.

SECTION 3.3. Regulation of Use. Notwithstanding anything to the contrary contained herein, Declarant reserves, until such time as Declarant transfers control of the Association to the owners, the right to regulate the use of the Property through the establishment of Rules and Regulations, including without limitation, rules and regulations for the pool and pool area.

SECTION 3.4. Pedestrian Easement. There is hereby created an easement for pedestrian right of way over and across the Common Area for the purpose of pedestrian passage by all persons who are lawfully upon the Common Area.

SECTION 3.5. Easement in Favor of Declarant. Declarant hereby reserves an easement to enter the Lots and Common Area, to maintain such Common Area, and Units owned by Declarant, and to perform such operations as in Declarant's sole opinion may be reasonably required, convenient or incidental to the construction, sale and lease of the Units, including, but not limited to, the construction and/or maintenance of units, business offices, sales and leasing offices, workshops, maintenance areas, storage areas, construction yards, signs, flags, banners and model Units.

SECTION 3.6. Rights of Access. To the extent that any Owner of any Lot lacks legal

access to a dedicated public street, such Owner has a non-exclusive easement for pedestrian and vehicular ingress and egress over, across and through the Common Area to a dedicated public street.

**SECTION 3.7. Reciprocal Easements.** There are reciprocal appurtenant easements between each Lot and such portion or portions of the Common Area adjacent thereto, and between adjacent Lots, as applicable, for lateral and subjacent support; for overhanging roofs, eaves and trees, if any, installed by Declarant, and for replacements thereof; for encroachments caused by the initial placement, settling or shifting of any improvements constructed, reconstructed or altered therein in accordance with the provisions of this Declaration; and for the drainage of ground and surface waters in the manner established by Declarant. To the extent not inconsistent with this Declaration, the general rules of common law apply to the foregoing easements. The extent of such easements for drainage, lateral and subjacent support and overhangs is that reasonably necessary to effectuate their respective purposes. There is no easement for overhangs or encroachments caused by willful or intentional misconduct by any Owner, tenant or the Association.

If any portion of the Common Area encroaches upon a Lot, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. If any portion of a Lot encroaches upon the Common Area or upon an adjoining Lot or Lots, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Area or on the Lots for the purposes of marketability of title. In the event any improvements on the Common Area or a Lot or any portion thereof is destroyed and then rebuilt, the Owners of the Lot or Lots agree that minor encroachments of parts of the Common Area, or other Lots, because of such reconstruction shall be permitted and that an easement for such encroachment and the maintenance and repair of the same shall exist.

**SECTION 3.8. All Rights and Easements Appurtenances.** The benefit of all rights and easements granted by this Article, by this Declaration, or by any future declaration (if any), constitute a permanent appurtenance to, and shall pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive by this Article or by the Declaration or any future declaration (if any), its benefit nevertheless is exclusive to all Lots granted such benefit by this Article, by the Declaration or by such future declaration (if any), unless this Article, or this Declaration, or such future declaration (if any), expressly grants such benefit to additional persons. In no event shall the benefit of any such easement extend to the general public.

**SECTION 3.9. Utility Easements.**

(a) Declarant hereby dedicates those portions of the Common Area where utility facilities may be installed for use by all utilities including water, sewer, stormwater drainage, electricity, telephone and cable television for the construction and maintenance of their respective facilities servicing the Property; and Declarant hereby grants to such utilities, jointly and severally, easements for such purpose. The location and extent of such easements is as shown on any recorded subdivision plat of the Property or other recorded instrument defining the same. Subsequent to Declarant's conveyance, additional easements may be granted by the Association for utility purposes only as provided in this Declaration. In the event the City of Tampa or any utility fails to repair any damage to the Common Area caused

by the installation or repair of its facilities, then the Association shall make such repairs.

(b) The Common Area is defined to include easements under each Lot for the benefit of each respective Lot Owner serviced by said easements, for all conduits, pipes, ducts, plumbing, wiring and all other facilities necessary for the furnishing of utility services to Lots, which easements shall be maintained exclusively by the City of Tampa or the Association, as applicable.

(c) The Declarant's rights with respect to utility easements on, over and under the Lots shall be limited to only the rights established in this Section 3.9.

SECTION 3.10. Drainage Easements. Easements for drainage are hereby granted to the Association, as private easements, subject to being dedicated to the public as may be delineated on the plat. The use of such easements is limited strictly to drainage and utility purposes or both. No rights are granted to the general public with respect to any body of water, natural or artificial, from time to time existing within such easement areas, as all riparian rights in and to such bodies of water are hereby reserved exclusively for the private benefit of the Association and the persons entitled to make such use under the applicable provisions of this Declaration.

SECTION 3.11. Restricted Uses and Surface Water Management.

(a) No construction activities may be conducted relative to any portion of the surface water management system facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. If the project includes a wetland mitigation area, as defined in section 1.7.24, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed, or sprayed with herbicide without specific written approval from the District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the District.

(b) The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the association to compel it to correct any outstanding problems with the surface water management system facilities

(c) Any amendment of the declaration of protective covenants, deed restrictions or declaration of condominium affecting the surface water management system facilities or the operation and maintenance of the surface water management system facilities shall have the prior written approval of the District.

(d) The restrictions shall be in effect for at least 25 years with automatic renewal periods thereafter.

(e) If the association ceases to exist, all of the lot owners, parcel owners or unit owners shall be jointly and severally responsible for operation and maintenance of the

surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility as explained in subsection 2.6.2.2.4.h

(f) For projects which have on-site wetland mitigation as defined in section 1.7.24 which requires ongoing monitoring and maintenance, the declaration of protective covenants, deed restrictions or declaration of condominium shall include a provision requiring the association to allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is successful in accordance with the Environmental Resource Permit.

#### ARTICLE 4

##### VOTING RIGHTS

SECTION 4.1. One Vote Per Unit. Each Unit shall be allocated and entitled to one vote in any Association matter requiring a vote of the Members. When any unit is owned by more than one person or entity, all such persons or entities shall be Members, but in no event shall more than one vote be cast with respect to any one Unit. When a Unit is owned by, more than one person or entity, those persons or entities shall designate one of them for the purpose of casting the vote that is appurtenant to their Unit. When a Unit is owned by an entity, the entity shall designate a partner, officer or employee of the entity for the purpose of casting the vote that is appurtenant to the entity's Unit. All such designations shall be made in accordance with the terms and provisions of the Bylaws.

#### ARTICLE 5

##### TRANSFER OF CONTROL OF THE ASSOCIATION

SECTION 5.1. Declarant's Transfer of Control. Declarant shall transfer control of the Association to the Owners upon the earliest of the following events:

- (a) Six (6) months after ninety percent (90%) of the Units have been conveyed by Declarant to Owners other than Declarant;
- (b) February 10, 2023; or
- (c) Such earlier date as Declarant may, at Declarant's option, determine.



ARTICLE 6

MAINTENANCE AND PARTY WALLS

SECTION 6.1. Common Area. The Association shall, at all times and at the Association's expense, maintain the Common Area. Such maintenance shall include the maintenance, repair and replacement of all buildings and improvements owned by, or dedicated or leased to, the Association, including systems for the provision of water, electricity, gas and other utilities thereto.

SECTION 6.1.1. Surface Water Management System. The Association shall, at all times and at the Association's expense, operate, maintain, repair and control the Surface Water Management System Facilities in accordance with the regulations promulgated by the Southwest Florida Water Management District, or any other applicable governmental agency or authority. Said operation and maintenance shall include the inspection of said system by a Florida registered Professional Engineer to assure that said system is being properly operated and maintained. A written report of the findings of said inspections shall be filed with the Southwest Florida Water Management District as required by said district.

SECTION 6.2. Party Walls. Each wall that is built as a part of, and placed on, the dividing line between the Units shall constitute a party wall. The maintenance and use of all party walls on the Property shall be governed by the terms and provisions of this Section 6.2.

SECTION 6.2.1. Common Boundary. The center line of a party wall is the common boundary between adjoining units.

SECTION 6.2.2. Cost of Maintenance and Repair. Each Owner shall bear the cost of maintaining and repairing each side of the party walls in his Unit, except as otherwise provided in this Declaration.

SECTION 6.2.3. Law Applicable. To the extent not inconsistent with the provisions of this Declaration, general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

SECTION 6.2.4. Use. An Owner's use of the party walls contained in his Unit shall consist of normal interior usage, including, but not limited to, paneling, plastering, painting, decoration, construction of tangent walls and shelving, but shall exclude any form of alteration that would cause an aperture, hole, conduit, break or other displacement of the original concrete forming any such party wall.

SECTION 6.2.5. Destruction or Damage. In the event a party wall is destroyed or damaged by fire or other casualty, any Owner who has used such party wall may restore it, and in the event the cost thereof is in excess of insurance proceeds received by the Owner, the Owner of the adjoining unit shall contribute to the cost of the restoration of the party wall in proportion to his use thereof; provided, however, that nothing contained herein shall prejudice the right of any owner to call for a larger contribution from any other Owner under any applicable rule of law regarding liability for negligent or willful acts or omissions. The right of any Owner to contribution from any other owner under this Article 6 shall be appurtenant to the Unit and shall pass with the title to the Unit.

SECTION 6.2.6. Perpetual Easement. Each Owner shall have a perpetual easement upon the Property surrounding his Unit for the maintenance and repair of the party walls contained in his Unit.

SECTION 6.2.7. Mortgagee's Protection. So long as there shall be a mortgage or mortgages upon any Unit, the provisions of this Section 6.2 shall not be modified, abandoned or extinguished as to that Unit without the consent of the mortgagee(s). If an owner shall give, or shall have given, a mortgage or mortgages upon his Unit, then the mortgagee(s) shall have the full right, at its(their) option, to exercise the rights under its(their) mortgage or as an Owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee(s) for repair hereunder and not reimbursed to it by the Owner.

SECTION 6.2.8. Access and Reconstruction. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Unit shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a good and workmanlike manner, and consent is hereby given to enter onto the adjacent Unit to effect necessary repairs and reconstruction. In the event of such reconstruction, the party wall or any part thereof shall be rebuilt in the same manner at the same location where it was initially constructed and shall be the same size and of the same or similar materials and of like quality as originally constructed.

SECTION 6.3. Maintenance of Unit Exteriors In addition to maintenance of the Common Area, the Association shall provide maintenance, repair and replacement of only the exterior surface of each Unit. The maintenance, repair or replacement of each Unit under the exterior surface thereof shall be the obligation of the owner, including without limitation the air conditioning equipment which services such Unit (both interior and exterior). More specifically, the Association shall be responsible for the maintenance, repair and replacement of roofs, gutters, downspouts, exterior building surfaces, exterior awnings, fences, trees, shrubs, sprinkler systems, grass, walks and other exterior improvements originally or hereafter placed or constructed upon the Property by Declarant or the Association. Such exterior maintenance, repair and replacement shall not include glass windows, glass surfaces or doors; screens or screen doors; exterior doors and window fixtures and patios. It is understood that the Units located in any one building share the same roof, and that the centerlines thereof are the common boundaries of the adjoining Units. The provisions of this Article 6 pertaining to party walls shall also pertain, mutatis mutandis, to the roofs. With regard to the maintenance and replacement of landscaping, the Association is responsible only for that landscaping that is outside of the fenced-in privacy area of each Unit. Each Owner shall maintain all landscaping and other ground surfaces located within the fenced-in privacy area of his Unit. The Association shall maintain any master sprinkler system servicing more than one Unit or the Common Area. In

the event a utility line servicing more than one Unit or the Common Area shall be within the boundaries of a Unit, the Association shall maintain said utility line and have the right of access to the unit for such maintenance purposes.

**SECTION 6.4. Right of Entry in Favor of the Association** . The Association, acting through its authorized agents and employees, shall have the right to enter any portion of the Property, including individual Units, for the purpose of conducting an inspection to determine whether any maintenance, repair or replacement is necessary, or to ascertain an Owner's compliance with the provisions of this Declaration, or in case of an emergency such as fire, flood or hurricane, or for performance of any maintenance, repair or replacement of any portion of the Property, including individual Units, so long as such entry is made at reasonable times and upon reasonable notice to the Owner of any such Unit. Each owner hereby appoints the Association as the Owner's agent for the purposes provided in this Article 6, and agrees that the Association shall not be liable for any alleged property damage, injury or theft caused or occurring on account of any such entry and inspection by the Association.

**SECTION 6.5. Owner's Maintenance Obligation**. Each Owner is responsible, at the Owner's expense, for the maintenance, repair and replacement of all portions of, and all other improvements constructed on, his Unit which are not the obligation of the Association to maintain, repair and replace as provided in this Article 6. Accordingly, each Owner shall maintain, at his expense, the interior of the dwelling, and all doors (except the exterior surface thereof), windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers and other appliances, drains, plumbing fixtures and connections, and all air conditioning equipment. Additionally, each Owner shall maintain that portion of the roof not maintained by the Association in accordance with this Article 6. Each Owner is prohibited from performing any of the, Association's maintenance, repair or replacement obligations without first obtaining written consent from the Association and Architectural Review Board. No Owner shall plant any additional trees, shrubs, bushes, grass or plants outside of the fenced-in privacy area of his Unit without first obtaining the written consent of the Association and Architectural Review Board.

**SECTION 6.6. Owner's Liability**. In the event any Owner (a) fails to observe and perform the obligations imposed upon Owner by the terms and provisions of this Declaration with regard to the maintenance, repair and replacement of his Unit and the improvements thereon; or (b) damages or causes any damage to any building, improvements or grounds, the maintenance, repair, replace or reconstruction of which is the responsibility of the Association; or (c) makes or causes to be made any unauthorized improvement, alteration or modification to his Unit or to the Common Area, which improvements, alterations or modifications are not approved in the manner set forth in this Declaration; then, in any such event, the Association shall have the right, after providing ten (10) days, prior written notice, to enter upon the Unit or other affected part of the Property and to cause the necessary repairs, replacements or maintenance to be performed, or to remove any unauthorized improvements, alterations or modifications. The Owner of any Unit as to which the Association acts in accordance with this Section 6.6 shall be responsible for all costs and expenses so incurred by the Association, and the Association shall have the right to add such amounts to the assessments for which such Owner and Unit shall be liable.

## ARTICLE 7

### ASSESSMENTS

SECTION 7.1. Assessments. There shall be assessed and established assessments, charges, fees and expenses, as more particularly described herein, for the purpose of providing the Association with funds sufficient to maintain, repair and replace those portions of the Property that are the Association's responsibility to maintain, repair and replace. By acceptance of an instrument of conveyance of title to any Unit, each Owner shall be deemed to have covenanted and agreed to pay to the Association the assessments, charges, fees and expenses hereinafter described in this Section 7.1.

SECTION 7.1.1. Annual Assessment. An annual assessment shall be established by the Board of Directors for the purpose of operating the Association and accomplishing any and all of the Association's purposes, obligations and responsibilities with regard to:

the ownership, operation, maintenance, repair and replacement of the Common Area and the Surface Water Management System Facilities;

the payment of any and all taxes, liens and assessments for public improvements levied or assessed against the Common Area, and equipment or any personal property located thereon and used in connection therewith;

the payment of any and all charges levied or assessed by any person or entity providing utilities or other services to the Common Area, including, but not limited to, charges for water, electricity, telephone, sewer, waste removal, extermination, landscaping, and for the maintenance, repair and replacement of equipment in connection therewith. Notwithstanding the ability of the Association to assess Owners for the aforementioned charges for utility and other services, it shall be within the Association's discretion whether to assess Owners in the event such charges are billed directly to Owners by the utilities providing said services;

the payment of any and all premiums on any policy of insurance and fidelity bond that may or must be purchased and maintained by the Association in accordance with the terms of this Declaration, including any and all premiums for the renewal of any such policy or bond;

the payment of any interest, fees and other charges that are incidental to any of the taxes or assessments enumerated in this Section 7.1.1;

the payment of costs and expenses of the Association for the administration of the Association, including, but not limited to, salaries of secretaries, bookkeepers, accountants and other employees necessary to carry out the obligations of the Association in accordance with the terms and provisions of this Declaration, and for retaining a managing company or agent and attorneys for that purpose;

the payment of costs, expenses and fees incurred by the Association in connection with the enforcement of the restrictions, covenants, easements and conditions contained in this

Declaration, including, but not limited to, a reasonable attorneys, fee and court costs at all trial and appellate levels;

the payment of costs, expenses and fees incurred by the Association in connection with the Association carrying out its maintenance obligations under the provisions of this Declaration;

as applicable, water service fees if there is a single water meter which services the entire Property; and

for such other purpose as a majority of the Board of Directors deems necessary and appropriate.

The annual assessment shall include reserves for establishing and maintaining an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area. The annual assessment shall be allocated and assessed equally among the Owners.

SECTION 7.1.2. Special Assessments In addition to the annual assessment, the Association may levy special assessments for the purposes of defraying the cost of extraordinary items of expense, emergencies or other non-recurring expenses; provided, however, that any such special assessment must be consented to by a majority vote of the Board of Directors. Special assessments shall be allocated and assessed equally among the Owners. Special assessments shall be paid within thirty (30) days after notice of such assessment is sent to the Owners, unless otherwise provided in such notice by the Association.

SECTION 7.2. Payment of Annual Assessments The annual assessment allocated to each Unit shall be paid no less often than quarterly, with payment due dates to be determined by the Board of Directors at the time when the Board of Directors establishes the annual operating budget for the Association. Notwithstanding anything to the contrary contained herein, Declarant shall have the option, in its sole discretion, until such time as Declarant transfers control of the Association to the Owners, either (a) to contribute such funds to the extent deemed necessary by Declarant to pay any difference between the annual assessments receivable from Owners other than the Declarant, and the actual operating costs of the Association; or (b) to pay the annual assessment in effect at the time for each completed Unit to which the Declarant has not conveyed title. For purposes hereof, a Unit shall be deemed completed upon the issuance of a final, permanent certificate of occupancy by the governmental authority having jurisdiction over the Property and over the issuance of such certificate of occupancy.

SECTION 7.3. Establishing Annual Assessments. Commencing with the first fiscal year of the Association, the Board of Directors shall prepare an estimated Annual Operating Budget (hereinafter referred to as the "Budget") not less than thirty (30) days prior to the commencement of the next fiscal year of the Association. Each Budget so prepared by the Board of Directors shall reflect the estimated annual expenses of the Association for the applicable year and shall be subject to the approval of a majority of the Board of Directors present, in person or by proxy, at a meeting of the Board of Directors duly called for that purpose at which a quorum is present. Upon rendition of each year's Budget, the Board of Directors shall allocate an equal share of the annual expenses of

the Association to each Unit for which a certificate of occupancy has been issued by the applicable governmental authority with jurisdiction over the use and occupancy of the Property. In the event additional Units are added to the Property to which a share of the annual expenses of the Association should be allocated, then the annual assessment shall be adjusted quarterly to allow for the proper allocation of the annual expenses among those Units existing, as of the date of such adjustment. Upon the adoption of a Budget, the Board of Directors shall, not less than thirty (30) days prior to the due date of the applicable assessment pursuant to the adopted Budget, provide written notice to each owner, informing the owner of the amount due and the due date thereof.

SECTION 7.4. Assessments Ledger. The Association shall prepare and maintain a ledger containing a listing of all Units and the assessments attributable to and paid on behalf of each Unit. The Association shall keep such ledger at its office, and shall make it available to any Director or owner for inspection during reasonable business hours. The Association shall, upon request, furnish a certificate in writing signed by any officer of the Association, certifying whether any assessments are outstanding as of a given date, or whether assessments are paid and current as of a given date. The person to whom such certificate is addressed may rely upon the contents of the certificate, provided that such party is without knowledge of any error as to the information set forth in the certificate.

SECTION 7.5. Working Capital Contributions. The Declarant may, but shall not be obligated to, establish a working capital fund for the initial operation of the Association. Working capital contributions may be collected by the Declarant from each Unit purchaser at the time of conveyance of each Unit to such purchaser in an amount equal to two (2) months of the annual assessment for each Unit. Each Unit's share of the working capital fund shall be collected and transferred to the Association at the time of the closing of the sale of each Unit, and shall be maintained in a segregated account for the use and benefit of the Association. The purpose of such working capital fund is to ensure that the Association's Board of Directors will have sufficient cash available to meet unforeseen expenditures, or to acquire additional equipment, personal property, and services deemed necessary or desirable by the Board of Directors. Amounts paid into such fund are not to be considered as advance payments of regular or special assessments.

SECTION 7.6. Non-Payment of Assessments; Liens for Assessments Regardless of how title is acquired, an owner, including a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor, for a share of common expenses or otherwise, up to the time of conveyance, without regard to any right the grantee may have to recover from the grantor the amount paid by the grantee. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Area, or by the abandonment of the Unit against which the assessments are made, or otherwise.

Assessments, and installments thereof, not paid in full within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the due date until paid. Additionally, the Board of Directors may levy a late fee of twenty-five dollars (\$25.00) for each month the assessment remains unpaid, beginning with the original due date of any unpaid assessment. Such late charges are not to be considered additional interest on unpaid assessments. The Association has a lien on each Unit for any unpaid assessment on such Unit, with interest and for late charges, reasonable

attorneys' fees, at both trial and appellate levels, and costs incurred by the Association incident to the collection of the assessments or enforcement of the lien. The lien is effective from and after the recordation of a Claim of Lien in the Public Records of Hillsborough County, stating the description of the Unit, the name of the record owner, the amounts due and due dates. The lien is in effect until all sums secured by it have been fully paid or until barred by law. A Claim of Lien shall be signed and acknowledged by an officer or agent of the Association. The person making full payment is entitled to a release of the lien. The Association may bring an action to foreclose a lien for unpaid assessments in the same manner as a mortgage of real property is foreclosed, and may also bring an action at law to recover a money judgment for the unpaid assessments without waiving its right under any Claim of Lien. If an Owner shall be in default in the payment of an assessment or any part thereof, the Board of Directors may accelerate the remaining installments for assessments for the fiscal year, upon notice to the Owner, whereupon the unpaid balance of the assessment due for the remainder of the fiscal-year shall become due upon the date stated in the Notice, but not less than fifteen (15) days after the delivery of such Notice to the Owner.

**SECTION 7.7. Enforcement of Liens for Assessments and Personal Obligation of Owner**

In the event an Owner fails to pay assessments, in full and when due as provided in this Declaration, the Association may at any time thereafter institute an action to foreclose the lien in favor of the Association against the Owner's Unit, and/or to institute an action at law against the Owner personally obligated to pay such assessment. The Association's acceptance of any subsequent payment of any assessment, in whole or in part, shall not be deemed a waiver of the Association's right to enforce its lien against any Unit or to enforce the Owner's obligation to pay any such assessments as provided in this Declaration.

**SECTION 7.8. Title Acquired Through or in Lieu of Foreclosure.** The lien in favor of the Association for outstanding assessments shall be subordinate to a bona fide mortgage on any Unit, which mortgage is recorded in the Public Records of Hillsborough County, Florida, prior to the recording of any Claim of Lien against such Unit. A lien in favor of the Association for outstanding assessments shall not be affected by the sale or transfer of any Unit, except that in the event a first mortgagee obtains title to a Unit as a result of the foreclosure of the mortgage owned and held by such mortgagee or by deed given in lieu of foreclosure, or in the event another person or entity acquires title to the Unit at a foreclosure sale, any such acquirer of title, and his successors and assigns, shall not be liable for the outstanding assessments pertaining to such Unit or chargeable against the former Owner which became due prior to such acquirer's acquisition of title. In the event a Claim of Lien has not been recorded by the Association prior to the recording of the foreclosed mortgage or the mortgage for which a deed is given in lieu of foreclosure, the unpaid assessments shall be deemed to be assessments collectible from all other owners and may, at the discretion of the Board of Directors, be reallocated and assessed against all Units, including the Unit acquired through foreclosure or deed in lieu of foreclosure. Any foreclosure sale or transfer made in lieu of foreclosure shall not relieve the acquirer of title from the liability for, nor relieve the Unit so acquired from the lien of, any assessments made after such acquisition of title. Notwithstanding anything contained herein to the contrary, the prior Owner of any Unit sold or transferred pursuant to a foreclosure shall not be released from liability to the Association for any outstanding assessments, or from the enforcement of the prior owner's personal obligation for outstanding assessments by means other than foreclosure of the lien in favor of the Association.

## ARTICLE 8

### ENFORCEMENT OF DECLARATION

SECTION 8.1. Right to Enforce. Declarant, the Association, and any Owner shall have the right, at both law and equity, to enforce the restrictions, covenants, easements and conditions contained in this Declaration, and its exhibits. Failure by the Association or by any Owner to enforce any restriction, covenant, easement or condition contained in this Declaration, or its exhibits, shall in no event be deemed a waiver of the right to do so at any time. In any litigation relating to the enforcement of this Declaration or its exhibits, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

## ARTICLE 9

### INSURANCE

SECTION 9.1. Units. Each Owner shall purchase and maintain a policy of fire, hazard, casualty and extended coverage insurance for his Unit, in an amount not less than the maximum insurable replacement value thereof excluding land, foundation and excavation. Any such policy shall afford coverage against loss, damage or destruction by fire or other hazard or casualty as may be covered by a standard extended coverage endorsement, and all other such risks as may be covered with respect to buildings, improvements and other items similar in nature, construction, location or use, including but not limited to, theft, vandalism, malicious mischief and windstorm. Any such policy shall provide that it may not be modified or canceled without at least thirty (30) days prior written notice to the insured thereunder. Each Owner shall provide the Association with a copy of his current insurance policy.

SECTION 9.2. Common Area. The Association shall purchase and maintain a policy of property insurance, naming the Association as insured and covering the Common Area, and any improvements, buildings, the pool and pool area, fixtures, personal property, and equipment, supplies and materials located on and used in connection with the operation of the Common Area, in an amount not less than the maximum insurable replacement value thereof, excluding land, foundation, excavation and other items normally excluded from such coverage. Such coverage shall afford protection against loss, damage or destruction by fire, and other hazard or casualty as may be covered by a standard extended coverage endorsement, and all other such risks as may be covered with respect to buildings, improvements and other items similar in nature, construction, location or use, including, but not limited to, theft, vandalism, malicious mischief, and windstorm. Any such policy shall provide that it cannot be canceled or substantially modified without at least thirty (30) days, prior written notice to the Association and Declarant.

SECTION 9.3. Flood Insurance. In the event the Property is located within an area that has been designated a special flood zone, as defined by the Federal Emergency Management Agency, the Association shall purchase and maintain a policy of flood insurance, naming the Association as insured, and covering the Common Area, and any improvements, buildings, fixtures, personal property, equipment, supplies and materials located on and used in connection with the operation of the Property, and each Owner shall purchase and maintain a similar policy covering his Unit. The



Association coverage shall be in an amount not less than the lesser of (a) the maximum coverage available under the National Flood Insurance Program for all buildings and other improvements located on any portion of the Common Area that falls within a designated special flood zone; and (b) one hundred percent (100%) of the current replacement cost of such improvements, buildings and other insurable property. Any such policy shall provide that it cannot be canceled or substantially modified without at least thirty (30) days, prior written notice to the Association or Owner, whoever the insured is under such policy.

SECTION 9.4. Liability Insurance. The Association shall purchase and maintain a policy of comprehensive general liability insurance, naming the Association as insured. The coverage shall be in an amount to be determined by the Board of Directors. Coverage shall include liability of the Association for bodily injury, death and property damage. Any such policy shall provide that it cannot be canceled or substantially modified without at least thirty (30) days' prior written notice to the Association. An Owner is responsible for purchasing and maintaining a policy of comprehensive general liability insurance providing coverage for his Unit if he desires such coverage.

SECTION 9.5. Personal Property Insurance; Renters Insurance. An Owner may purchase and maintain policies of insurance covering loss, theft, damage or destruction of or to the fixtures, appliances or personal property contained in his Unit in the event such loss, theft, damage or destruction is caused by any third party or by the Owner's tenant, members of the tenant's family, or the tenant's guests, invitees, or licensees, if the Owner desires such insurance coverage. The Association shall not be responsible for any loss, theft, damage or destruction to the fixtures, appliances or personal property contained in any Unit.

SECTION 9.6. Fidelity Insurance. The Association may purchase and maintain a policy of insurance or fidelity bond, naming the Association as the insured or as the obligee, to protect the Association against the wrongful acts or the omissions of any officer, director, trustee, agent or employee of the Association and all other persons who handle or are responsible for handling funds of, or funds administered by, the Association. Any such policy or bond shall be in an amount determined by the Board of Directors, in their best business judgment, but in no event shall the amount of any such policy or bond be less than fifty percent (50%) of the estimated annual operating budget of the Association for the current year during the term of each such policy or bond. Each such policy or bond shall provide that it shall not be canceled or substantially modified without at least thirty (30) days' prior written notice to the Association.

SECTION 9.7. Waiver of Rights of Subrogation. The Association shall attempt to obtain in all policies that are required to be purchased and maintained, or that may be purchased and maintained pursuant to the terms and provisions of this Declaration, waivers of all the insurer's rights of subrogation as to any claims against any Owner or the Association and their respective representatives, agents, family members, invitees, licensees and guests. Each Owner and the Association hereby agree to waive any claim or demand against each other and against other owners that may exist or arise by virtue of any loss, damage or destruction that is covered by insurance and where the insurer has waived its rights of subrogation as provided herein.

SECTION 9.8. Distribution of Proceeds Reconstruction of Buildings and Improvements. The proceeds of any policy of insurance or bond required to be purchased and maintained, or which

may be purchased and maintained, pursuant to the terms of this Declaration shall be paid to either the Association or to the Owner, whichever of them is the insured or obligee under any such policy or bond, and shall be used as set forth in this Article 9.

SECTION 9.8.1. Proceeds Received by Owner Proceeds received by any Owner on account of loss, damage or destruction of his Unit shall be utilized to repair or reconstruct his Unit, which repair or reconstruction shall be substantially in accordance with the original plans and specifications used in the construction of the original Unit, or as the Unit was last repaired or reconstructed; provided, however, that such repair or reconstruction shall be subject to modification to conform with the then current restrictions, ordinances and codes of any governmental entity having jurisdiction over the use and occupancy of the Property.

SECTION 9.8.2. Proceeds Received by Association . All proceeds received by the Association for any loss, damage or destruction of any building, improvement, landscaping, equipment, supplies or materials located on and used in connection with the Common Area, shall be utilized by the Association to repair, replace or reconstruct any such building, improvement, landscaping, equipment, supplies or materials. Any difference between the amount of insurance proceeds received by the Association and the amount required to complete the repair, replacement or reconstruction shall be an expense of the Association for which the Association shall levy a special assessment against all Owners to obtain that difference within forty-five (45) days from the date the loss, damage or destruction occurred. Any repair, replacement or reconstruction that is the responsibility of the Association as provided in this Declaration shall be substantially in accordance with the plans and specifications of the original building or improvement, or as the building or improvement was last repaired or reconstructed, and shall be of similar quality and value in the case of equipment, personal property, landscaping, supplies or materials as that previously purchased and maintained by the Association; provided, however, that such repair, replacement or reconstruction shall be modified when necessary to conform with the then current restrictions, ordinances and codes of any governmental entity that has jurisdiction over the use and occupancy of the Property.

SECTION 9.9. Estimates for Repair, Replacement or Reconstruction. In the event any loss, damage or destruction occurs that is covered by an insurance policy purchased and maintained by the Association pursuant to the terms of this Declaration, the Association shall, immediately after the occurrence of such loss, damage or destruction, obtain a reliable, detailed estimate of the cost to place the damaged property in as good a condition as that which existed immediately prior to the loss, damage or destruction. The Association shall establish a separate account with a bank or savings and loan association located in Hillsborough County, Florida, and shall deposit into such account all insurance proceeds and any special assessments collected by the Association by virtue of the occurrence of any loss, damage or destruction as provided in this Declaration.

SECTION 9.9.1. Repair, Replacement and Reconstruction Fund . Said account shall constitute a repair, replacement and reconstruction fund which shall be disbursed in the manner provided in this Article 9 as the required repair, replacement and reconstruction progresses.

SECTION 9.9.2. Fund Disbursements. The Association shall make payments for such repair, replacement or reconstruction upon the written request for a disbursement by the person or entity responsible for the repair, replacement or reconstruction, which in the case of the repair,

replacement or reconstruction of a building or other improvement, shall be accompanied by an appropriate certificate signed by the architect, engineer or contractor in charge of such repair, replacement or reconstruction stating (a) that the requested payment has either been made or is justly due, and certifying that the payment requested does not exceed the value of the services and materials already in place pursuant to such repair, replacement or reconstruction; (b) that, except for the payment requested, there are no outstanding payments for the repair, replacement or reconstruction being performed which may provide a basis for a vendor's or mechanic's lien; and (c) that the cost of the repair, replacement or reconstruction to be done subsequent to the date of such certificate does not exceed the amount of funds remaining in the repair, replacement and reconstruction fund after the requested payment is made.

SECTION 9.9.3. Balance Remaining in Fund. If there is a balance in the repair, replacement and reconstruction fund after the Association has made all payments for any such repair, replacement or reconstruction pursuant to the terms of this Declaration, the Association shall be entitled to retain such balance and add it to the Association's reserve; provided, however, that in the event special assessments were collected and utilized for such repair, replacement or reconstruction, then a majority vote of the owners, at a special meeting called for that purpose and held in accordance with the terms and provisions of the Bylaws, shall determine whether the balance shall be retained by the Association and added to the Association's reserves, or shall be returned pro rata to the Owners who paid such special assessments.

SECTION 9.10. Mortgagee Endorsements. In the event a mortgage endorsement has been issued as to any Unit, the share of the Owner of any such Unit shall be held in trust for the mortgagee as its interest may appear; provided, however, that no mortgagee shall have the right to apply or to have applied any insurance proceeds towards the reduction of its mortgage debt. All mortgagees agree to waive the rights to any insurance proceeds if they are used pursuant to the provisions of this Declaration to pay for the restoration of such damage; provided, however, that the Owners shall deposit sufficient additional funds with the mortgagees to assure full completion of any such restoration prior to the expenditure of any insurance proceeds. All covenants contained herein to the benefit of any mortgagee may be enforced by such mortgagee. Nothing contained herein, however, shall be construed as relieving the owner of his duty to reconstruct damage to his dwelling as heretofore provided.

SECTION 9.11. Review of Insurance Coverage. The Association shall, at least annually, review the adequacy of the insurance coverages required pursuant to this Declaration and shall make a determination as to the adequacy of the amounts and types of coverage then in effect.

## ARTICLE 10

### ARCHITECTURAL REVIEW

SECTION 10.1. Architectural Review Board There shall be an architectural review board composed of the Board of Directors or any three (3) Members of the Board of Directors, or any three (3) or more persons that may be appointed by the Board of Directors in accordance with terms and provisions of the Bylaws (herein referred to as the "Architectural Review Board"). The Architectural Review Board shall consider all plans and specifications submitted to it, and shall either approve or disapprove such plans and specifications, as provided in this Article 10.

SECTION 10.2. Restrictions. No building, fence, wall, screen, enclosure, exterior finish, sign, or other structure of any kind, either attached to, or separate and apart from, any Unit, shall be constructed, erected, built, placed or maintained upon the Property, including the individual Units, and no Unit shall be altered, changed, repaired or modified unless the prior written approval of the Architectural Review Board is obtained by any person or entity who desires to make any such improvement, alteration or modification.

SECTION 10.3. Submission of Plans and specifications for Approval. Two sets of plans and specifications for any proposed improvement, alteration or modification shall be submitted to the Architectural Review Board, which plans and specifications shall include the following:

- (a) Front, side and rear elevations of the improvement, alteration or modification;
- (b) A plot plan indicating and fixing the exact location of the improvement, alteration or modification, with reference to the Unit or closest Units, the surrounding property, and the streets nearest to the site to be improved, altered or modified;
- (c) Data as to the types of materials to be used in, the proposed improvement, alteration or modification, including the color and texture of all exteriors;
- (d) Graphic depiction of, and narrative describing, the nature, kind, shape, height and location of the proposed improvement, alteration or modification; and
- (e) A description of how the proposed improvement, alteration or modification is in harmony with the external design and location of the existing Units, buildings and improvements on the Property, and the topography of the Property.

SECTION 10.4. Approval of Plans and Specifications. The Architectural Review Board shall either approve or disapprove any plans and specifications that are submitted to it for its consideration pursuant to this Article 10. Such approval or disapproval shall be in writing, within thirty (30) days after such plans and specifications have been submitted to the Architectural Review Board. In the event the Architectural Review Board fails to approve or disapprove such plans and specifications, in writing within such thirty (30) day period, then the approval of the Architectural Review Board shall not be required, and the requirements of this Article 10 shall be deemed to have been fully satisfied; provided, however, that all other restrictions, covenants, easements and conditions contained in this Declaration shall remain in full force and effect. In the event the Architectural Review Board approves any plans and specifications submitted to the Architectural Review Board for its consideration, then the Architectural Review Board shall endorse both sets of the plans and specifications submitted pursuant to this Article 10. Thereafter, one set of endorsed plans and specifications shall be returned to the person or entity who submitted them, and the other set shall remain in the possession of the Architectural Review Board until the proposed improvement, alteration or modification is completed in full conformance and compliance with the plans and specifications approved by the Architectural Review Board.

The approval by the Architectural Review Board of plans and specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Review Board of the right to object to any of the features or elements embodied in such plans and specifications

if and when the same features and elements are contained in any subsequent plans and specifications submitted for approval for use in connection with another Unit. After such plans and specifications and other data submitted have been approved by the Architectural Review Board, no building, outbuilding, garage, fence, wall, or other improvements and structures of any kind shall be erected, constructed, placed, altered or maintained upon the Property unless the same shall be erected, constructed or altered in conformity with the plans and specifications and plot plans theretofore approved by the Architectural Review Board.

SECTION 10.5. Right of Entry and Inspection. The Architectural Review Board, any member thereof, and any of its authorized representatives or agents, shall have the right to enter any portion of the Property that is subject to the jurisdiction of the Architectural Review Board, including individual Units, for the purpose of conducting an inspection to ascertain whether the terms and provisions of this Article 10 are being violated.

SECTION 10.6. Declarant Exempt. Declarant, all Units owned by Declarant and all improvements made by Declarant, shall be exempt from the terms and provisions contained in this Article 10.

## ARTICLE 11

### PARKING SPACES

SECTION 11.1. Assignment of Parking Spaces. All parking spaces for the Units shall be located on the Common Area. Any and all vehicles on the Property shall be parked only in designated parking areas in accordance with the Rules and Regulations to be adopted by the Board of Directors. Declarant may assign the exclusive use of designated parking spaces to an Owner. If such assignment is made, it shall be in writing and shall be delivered to an Owner. Thereafter, the use of each parking space shall be appurtenant to the Unit to which it was originally assigned by Declarant and shall pass with the title to such Unit.

SECTION 11.2. Records and Subsequent Transfer of Parking Spaces. The Association shall prepare and maintain a ledger for the purpose of listing each assignee of each parking space and the transfers thereof. Whenever an Owner conveys title to or the right to occupancy to his Unit, the Owner shall execute a Notice of Transfer to the Association which shall state the name of the grantee or transferee of the Unit. Upon its receipt of such notice, the Association shall record the name of the grantee or transferee as the person or entity entitled to the exclusive use of the parking spaces appurtenant to the Unit so conveyed, if any. In the event any person or entity acquires title to a Unit other than by purchase, such acquirer of title shall notify the Association of such acquisition and provide the Association with a certified copy of the instrument effecting such conveyance.

SECTION 11.3. Unassigned Parking Spaces. In the event there are any unassigned spaces after the Declarant, in its discretion, has assigned the exclusive use of spaces to each Unit, such unassigned parking spaces shall be designated for guest parking.

SECTION 11.4. Use of Parking Spaces. All parking spaces may be used only by the Owners and their family members, invitees, licensees, guests and authorized tenants or other occupants, in accordance with the Rules and Regulations.

SECTION 11.5. Prohibition against Separate Transfer of Parking Spaces. The exclusive use of a parking space is appurtenant to the Unit to which it is assigned and cannot be transferred or conveyed separate from the transfer or conveyance of the Unit.

## ARTICLE 12

### SALES, LEASES, CONVEYANCES AND TRANSFERS OF UNITS

SECTION 12.1. Purpose of Restrictions. The purpose of restrictions on the sale, lease, conveyance and transfer of units is to maintain a community of residents who are financially and socially responsible and to protect the value of the Units and the Property. The sale, lease, conveyance, transfer and mortgaging of the Units shall be subject to the provisions set forth in this Article 12.

SECTION 12.2. Gift, Devise or Inheritance. The continuance of any person or entity's ownership that has been acquired by gift, devise or inheritance shall be subject to the Association's approval. Any person or entity that so acquires title to, or the right to occupy, a Unit shall give notice of such acquisition to the Association in the same manner as required by this Article 12 to be given to the Association by any Owner who desires to sell or lease his Unit, along with a certified copy of the instrument by which the Unit was so acquired.

SECTION 12.3. Other Transfers. In the event any person or entity acquires title to, or an interest in, or the right to occupy any Unit by any manner not specifically mentioned in this Article 12, such person or entity shall give notice to the Association in the same manner as required by this Article XII to be given to the Association by any Owner who desires to sell or lease his Unit, along with a certified copy of the instrument by which the Unit was so acquired.

SECTION 12.4. Notice to the Association. Any Owner who has received a bona fide offer to purchase or lease his Unit or any interest therein and who intends to accept such offer shall obtain, complete, execute and submit to the Association the then current Application for Approval of Sale, Lease, Conveyance or Transfer (hereinafter referred to as the "Notice"), together with such information concerning the proposed purchaser or lessee as may be required by the Board of Directors. If an Owner intends to sell his Unit, such Owner shall attach to the Notice a copy of the executed contract of sale and purchase. If an Owner intends to lease his Unit, such Owner shall attach to the Notice an executed copy of the proposed lease. If any person or entity acquires title to, or an interest in, or the right to occupy, any Unit by gift, devise, inheritance or otherwise, such person or entity shall attach to the Notice a certified copy of the instrument by which such person or entity acquired title to, or an interest in, or the right to occupy, the Unit.

SECTION 12.5. Approval of Sale, Lease, Conveyance or Transfer. The Board of Directors shall, within thirty (30) days after receipt of any Notice and other information as may be required by the Board of Directors, including, but not limited to, responses to inquiries concerning the financial status and the character of the transferee, either approve or disapprove, in writing, the proposed sale, lease, conveyance or other transfer. The written approval of the Board of Directors shall be in recordable form, signed by either the President or Vice President of the Association, and shall be

delivered to the person or entity who gave the Notice. The Board of Directors' failure to act within said thirty (30) day period shall be deemed to constitute the approval of the proposed sale, lease, conveyance or other transfer, and the Association shall immediately thereafter prepare and deliver the written approval described in this Section 12.7.

SECTION 12.6. Bona Fide Offer. For purposes of this Article 12, a "bona fide" offer shall mean an offer, in writing, binding upon the offeror, containing a price or rental rate reflecting the fair market value of the Unit proposed to be transferred, disclosing the names and addresses of the real parties in interest and containing all the terms and conditions of such proposed lease or sale and accompanied by an earnest money deposit in current legal funds.

SECTION 12.7. Transfer Fee. The Association may establish and charge an administrative fee for the approval procedures set forth in this Article.

SECTION 12.8. Disapproval of Proposed Sale or Lease. In the event the Board of Directors disapproves any proposed sale or lease, the Association shall deliver a written certificate of disapproval, signed by the President or Vice President, to the person or entity who gave the Notice; provided, however, that, unless such disapproval is for cause based upon any violation or potential violation of this Declaration, the Articles, the Bylaws, the Rules and Regulations or any nuisance or disturbance that violates any law, statute, ordinance, rule, regulation or restriction of any governmental entity that has jurisdiction over the use and occupancy of the Property, the Association shall, only if request is promptly made by the Owner whose sale, lease or other transfer has been disapproved, furnish to the person or entity that gave the Notice, a substitute purchaser or lessee approved by the Association within thirty (30) days after the delivery of the certification of disapproval by the Association to the person or entity who gave the Notice. Such substitute purchase or lease shall be upon terms as stated in the disapproved bona fide offer to sell or lease attached to the Notice, except that the substitute purchaser or lessee furnished by the Association shall not be obligated to consummate the transaction until at least thirty (30) days after the delivery of the notice of substitute purchaser or lessee by the Association to the person or entity who gave the Notice. In the event the substitute purchaser or lessee furnished by the Association defaults in his agreement to purchase or lease the subject Unit, or if the Association fails to provide a substitute purchaser or lessee as provided in this Article 12, then the Board of Directors shall approve the sale or lease, as originally provided in the Notice, and shall provide to the person or entity that originally gave the Notice a written approval of the proposed sale, lease, conveyance or transfer, in recordable form as provided in Section 12.5.

SECTION 12.9. Disapproval of Continued Ownership Resulting from a Gift, Devise or Inheritance. If the Owner has acquired title by gift, devise or inheritance, or in any other manner, and the continuance of ownership and occupancy is disapproved, the Association shall deliver, or mail by certified mail, to the Owner an agreement to purchase the Unit by a purchaser approved by the Association, who will purchase and to whom the Owner must sell the Unit upon the following terms:

The sale price shall be the fair market value determined by agreement between the Owner and the purchaser, and the closing shall occur within thirty (30) days from the delivery and mailing of such agreement. In the absence of agreement, the price shall be determined by the concurrence of two (2) M.A.I. appraisers, one (1) appointed by the Association and one (1) appointed by the Owner. If the two (2) appraisers disagree they shall choose a third whose determination shall be conclusive and binding upon all parties. Upon

determination of the price, the owner and purchaser shall execute a bona fide contract of purchase and sale of the Unit. The purchase price shall be paid in cash and the sale shall be closed within thirty (30) days following the determination of the sales price. The contract shall be in the form of the then current Florida Bar/Florida Association of Realtors Contract for Sale and Purchase. If the Association shall fail to provide a purchaser as required herein, or if a purchaser furnished by the Association shall default under his agreement to purchase, then the Board of Directors shall approve the continuance of ownership and occupancy and shall provide to the person or entity that originally gave the Notice, written approval of the continued ownership and occupancy by said person or entity in recordable form as provided in Section 12.5 of this Article 12.

SECTION 12.10. Approval of Corporate Owners, Purchasers and Lessees. If the proposed purchaser or lessee of a unit is a corporation, partnership or other entity, the approval of the Board of Directors shall be conditioned on requiring that all persons who shall be occupants of the Unit be approved by the Board of Directors, and that the principals of the corporation, partnership or other entity guarantee the performance by the corporation, partnership or other entity of the terms and provisions of this Declaration.

SECTION 12.11. Unauthorized Sale, Lease, Conveyance or Other Transfer. Any sale, lease, conveyance or other transfer that is not approved by the Board of Directors as provided in this Article 12 shall be void unless the Board of Directors, at the Board's option, subsequently approves such sale, lease, conveyance or other transfer in the manner provided in this Article 12.

SECTION 12.12. Payment of Assessments to the Association. The Board of Directors shall not approve, and the Association shall not issue a certificate of approval for, the sale, lease, conveyance or other transfer of any Unit until all sums due to the Association by the Owner of such Unit pursuant to the terms of this Declaration are current and paid.

SECTION 12.13. Transfer of Declaration of Restrictions, Covenants, Easements and Conditions and Other Owner Documents. An Owner shall be responsible for the transfer of a copy of this Declaration, the Articles, the Bylaws and the Rules and Regulations, to the purchaser, lessee or other transferee at the time such owner delivers, and the purchaser, lessee or other transferee accepts, occupancy of the Unit.

SECTION 12.14. Immunity from Liability for Disapproval. The Association, its agents and its employees, shall not be liable to any persons whomsoever for approving or disapproving any person pursuant to this Article 12, or for the method or manner of conducting any investigation pursuant to this Article 12. The Association, its agents and its employees, shall never be required to specify any reason for a disapproval unless, such disapproval is for cause, as provided in Section 12.7 of this Article 12.

SECTION 12.15. Exempt Sales, Leases, Conveyances and Transfers Each of the following transactions shall be exempt from the provisions of this Article 12:

(a) A sale, lease, rental, conveyance or other transfer between joint tenants, tenants in common, tenants by the entireties (whether or not such transfer is pursuant to a final judgment of dissolution of marriage), or members of an immediate family where the grantee is granted a remainder interest in the Unit and is not intended to take immediate possession of the Unit;



(b) Any sale, lease, rental, conveyance or other transfer by Declarant, or Declarant's successors or assigns, including any entity that is a parent, affiliate or subsidiary of the Declarant;

c) Any sale, lease, rental, conveyance or other transfer by which a person, entity or Institutional Mortgagee acquires title to a Unit at a foreclosure sale or by deed in lieu of foreclosure; and

(d) Any sale, lease, rental, conveyance or other transfer by an Institutional Mortgagee.

Any Owner or other acquirer of title or interest or right to occupy who is exempt from compliance with this Article 12 pursuant to the terms of this Section 12.18 shall furnish to the Association written notice of such sale, lease, conveyance or other transfer, together with a certified copy of the instrument by which the Unit or interest therein or right to occupy the Unit was so acquired and any other information required by the Board of Directors. Such acquirer of title or interest or right to occupy shall, upon request by the Association, complete an Application for Approval of Proposed Sale, Lease, Conveyance or Transfer solely for the purpose of providing the Association with pertinent information as to the rightful occupant of the Unit.

### **ARTICLE 13 AMENDMENT OF DECLARATION**

SECTION 13.1. Amendment. The restrictions, covenants, easements and conditions contained in this Declaration shall run with and bind the Property for a term of twenty-five (25) years from the date on which this Declaration is recorded in the Public Records of Hillsborough County, Florida. Thereafter, the restrictions, covenants, easements and conditions contained in this Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an amendment approved by a vote of not less than a majority of the Owners, and thereafter by an amendment approved by a vote of a majority of the Owners at a special meeting of the Association called for that purpose in accordance with the terms and provisions of the Bylaws; provided, however, that for so long as Declarant, its successors and its assigns, owns one (1) or more Units, Declarant's prior written consent to any amendment must be obtained. Any amendment to this Declaration enacted in accordance with the terms and provisions of this Article 14 shall be recorded in the Public Records of Hillsborough County, Florida. Declarant shall have the right, at any time within ten (10) years of the date hereof, to amend this Declaration to correct scrivener's errors, and to clarify any ambiguities determined to exist herein. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any Institutional Mortgagee enjoying such protection.

SECTION 13.2. Exempt Easements. Notwithstanding anything to the contrary contained in this Article 13, any easement referred to in this Declaration that is evidenced by an instrument recorded in the Public Records of Hillsborough County, Florida, shall not be subject to amendment, but rather, shall continue to exist in full force and effect according to the terms and provisions of the instrument creating such easement.

## ARTICLE 14

### CONDEMNATION

SECTION 14.1. Allocation of Awards. In the event any portion of the Property is taken by any governmental authority pursuant to its power of eminent domain, all compensation and damages for such taking shall be allocated among the Owners and the Association, as their respective interests may appear. Awards for the taking of the Common Area shall be used to render the remaining portion of the Common Area usable in the manner chosen by the Board of Directors of the Association. If the cost of such work shall exceed the balance of the awards made for the taking, the Board shall, in its discretion, determine whether to specially assess the Owners for their proportionate share of the deficiency for the cost of such work. The balance of the awards for the taking of Common Area, if any, shall be distributed to the Owners in such proportions as their interests in the Property bear to the amount of such compensation and damages. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagee of the Unit.

## ARTICLE 15

### RIGHT OF ENTRY AND INSPECTION IN FAVOR OF ASSOCIATION

SECTION 15.1. Right of Entry and Inspection. The Association, and its authorized agents and representatives, shall have the right to enter upon any portion of the Property, including individual Units, during reasonable hours, for the purpose of conducting an inspection to ascertain whether the restrictions, covenants, easements and condition contained in this Declaration are being complied with. In the event any such inspection reveals the existence of a violation of the restrictions, covenants, easements and conditions contained in this Declaration, then the Association, and its authorized agents and representatives, shall have the right to enter upon any portion of the Property, including individual Units, for the purpose of eliminating any such violation at the expense of the person or entity responsible for such violation. Any such entry by the Association, or its authorized agents or representatives, shall be made at reasonable times and upon reasonable notice to the Owner of any such Unit.

## ARTICLE 16

### RULES AND REGULATIONS

SECTION 16.1. Association Restrictions Any additional use restrictions from time to time adopted by the Association which are applicable to the Property (collectively, the "Association Restrictions") are incorporated herein by reference and shall govern the use of the Property. In the event of a conflict between the provisions of this Declaration and the Declaration and the Association Restrictions, the more restrictive restriction shall control for purposes of this Declaration.

SECTION 16.2. Adoption of Rules and Regulations After such time as Declarant transfers control of the Association to the owners, the Board of Directors is authorized to adopt, amend or rescind, at any regular or special meeting of the Board of Directors, rules and regulations governing the use and occupancy of the Property and any and all buildings and improvements thereon;

provided, however, that such rules and regulations shall be for the elaboration and administration of the restrictions, covenants, easements and conditions contained in this Declaration, and shall not be inconsistent with any of the terms or provisions of this Declaration, the Articles or the Bylaws. Any such rule or regulation shall not conflict with the terms and provisions of the Easement Agreement.

SECTION 16.3. Publication and Distribution of Rules and Regulations. The Association shall publish the Rules and Regulations as may be promulgated, amended or rescinded by Declarant or the Board of Directors pursuant to this Article 16, and shall mail copies of the Rules and Regulations to all owners at their last known addresses as shown on the books and records of the Association.

SECTION 16.4. Residential Use. All Units shall be used for residential purposes only, except for the construction, development, sales, rental or other activities conducted by Declarant in furtherance of Declarant's business.

SECTION 16.5. Nuisances. No Owner or other authorized occupant of any Unit shall cause or permit any unreasonable or obnoxious noises or odors to emanate from, or cause or permit any nuisances or immoral or illegal activities upon, his Unit or any part of the Property.

SECTION 16.6. Animals and Pets. The Board of Directors has the right after notice to an Owner to impose reasonable restrictions regarding pets to insure the safety, welfare and well being of all members and occupants. No cat, dog or any other animal shall be allowed to be kept or harbored at the Property without the prior written approval of the Board of Directors, which approval may be granted or denied at the sole discretion of the Board. The Board is authorized to promulgate rules and regulations regarding the keeping or harboring of pets. The Board of Directors shall have the right to require to be removed from the Unit any pet that causes an unreasonable source of annoyance to any Owner or tenant, or if this provision or any Rules and Regulations promulgated pursuant hereto are violated with respect to the pet.

SECTION 16.7. Parking Limitations. Notwithstanding anything to the contrary contained in this Declaration, no parking space or any part of the Property shall be used for the parking or storage of recreation vehicles, mobile homes, campers, trailers, boats, or commercial vehicles, except for deliveries, without the prior written consent of the Board of Directors.

SECTION 16.8. Signs. No signs of any kind shall be displayed in public view on any Unit, except such sign deemed necessary by Declarant, its successors and assigns, or its designees, in the construction, development, sale and leasing operations of Declarant.

SECTION 16.9. Antennas, Aerials and Satellite Dishes. No antennas, aerials or satellite dishes of any kind shall be placed upon the roof or exterior of any Unit, nor shall any Owner place or cause to be placed any antenna, aerial or satellite dish upon any part of the Property.

SECTION 16.10. Trade, Business or Profession. No Owner or other authorized occupant of any Unit may conduct or carry on any trade, business, profession or other type of commercial activity in any Unit or otherwise upon the Property.

## ARTICLE 17

### ENFORCEMENT

All of the restrictions contained herein shall be enforceable by specific performance and injunctive relief. Additionally, any commercial, recreational or other vehicle parked, stored, repaired, serviced, painted, dismantled, rebuilt, constructed or operated in violation of the restrictions provided in this Declaration or in violation of any reasonable rules and regulations adopted by the Association from time to time may be towed away or otherwise removed by or at the request of the Association, and the Owner of the Lot to whom such vehicle belongs or to whom the operation of such vehicle is a family member, guest or invitee shall reimburse the Association for any costs incurred by the Association and the Association shall have a lien right against such Lot to enforce collection of such reimbursement. Any cost or expense not incurred by, or the responsibility of, the Association but necessary to recover of the towed or removed vehicle shall be borne solely by the Owner or the operator of the towed or removed vehicle.

## ARTICLE 18

### MORTGAGEES' RIGHTS AND PROTECTION

SECTION 18.1. Mortgagee Protection Clause. Any breach of the restrictions, covenants, easements, and conditions contained in this Declaration shall in no manner impair the lien of any mortgage made in good faith and for value on the Property or any portion thereof.

SECTION 18.2. Mortgagee's Rights. Upon written request to the Association, identifying the name and address of an Institutional Mortgagee, and setting forth the applicable legal description or address of the subject property, the Institutional Mortgagee shall be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss affecting a material portion of the Property or any individual Unit on which that Institutional Mortgagee holds a first mortgage;
- (b) Any delinquency remaining uncured for a period of sixty (60) days in the payment of assessments or charges owed by any individual Owner subject to a first mortgage held by the Institutional Mortgagee; and
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

**ARTICLE 19**  
**DECLARANT'S RIGHTS**

SECTION 19.1. Any or all of the special rights and obligations of Declarant set forth in this Declaration or the By-Laws may be transferred to other persons or entities, provided that the transfer shall not reduce an obligation or enlarge a right beyond that contained herein or in the By-Laws, as applicable, and provided further no such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the public records of Hillsborough County, Florida.

SECTION 19.2. Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction of improvements to and sale of Lots by Declarant (or its assignee) shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Lots, including, but not limited to, business offices, signs, model units, and sales offices, and Declarant shall have an easement for access to and use of such facilities. The right to maintain and carry on such facilities and activities shall include specifically, without limitation, the right to use Lots owned by Declarant and any clubhouse or community center which may be owned by the Association, as models and sales offices, respectively.

SECTION 19.3. So long as Declarant continues to have rights under this Article, no person shall record any declaration of covenants, conditions, and restrictions or declaration of condominium or similar instrument affecting any portion of the Property without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions, and restrictions or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant.

SECTION 19.4. This Article may not be amended without the express written consent of Declarant; provided, however, the rights contained in this Article shall terminate upon the Declarant's transfer of control to the Association to the Owners.

**ARTICLE 20**  
**SPECIAL RIGHTS OF HOLDERS, INSURERS OR**  
**GUARANTORS OF FIRST MORTGAGES**

SECTION 20.1. Notice. Any holder, insurer or guarantor of a first mortgage has the following rights in connection with the Property as said entity's interest may appear.

(a) Notice of Action. Upon written request to the Association identifying the name and address of the holder, insurer or guarantor and the Lot number and address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of (i) any condemnation loss or any casualty loss which affects a material portion of the Property or any lot upon which a first mortgage is held, insured or guaranteed by such mortgage holder, insurer or guarantor as applicable;

(ii) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to first mortgage held, insured or guaranteed by such holder, insurer or guarantor which remains uncured for a period of sixty (60) days; (iii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; (iv) any proposed action which would require the consent of a specified percentage of eligible mortgage holders as may be specified in this Declaration.

(b) Books and Records. During normal business hours and upon reasonable notice and in a reasonable manner, such eligible mortgage holder, insurers or guarantors shall be afforded the right to inspect the books, records and papers of the Association including this Declaration, Articles and By-Laws, and upon written request to the secretary of the Association to receive copies of the annual financial statements of the Association. The Association may make a reasonable charge to defray its costs incurred in complying with this section.

SECTION 20.2. Eligible Holder. Insurer or Guarantor Defined. For purposes of this Declaration an eligible holder, insurer or guarantor means a holder, insurer or guarantor of a first mortgage on a Lot who has requested notice in writing to the Association of any matter, which notice shall state the name and address of such holder, insurer or guarantor and the Lot number involved. Included hereunder are the Federal National Mortgage Association (FNMA), the Government National Mortgage Association (GNMA), the Federal Home Loan Mortgage Corporation (FHLMC), and FHA and VA, and any Institutional Mortgage as defined in this Declaration.

SECTION 20.3. Annexation, Dedication, Amendment. Annexation of additional properties, dedication of Common Area, and amendment of this Declaration requires the prior approval of the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA") so long as Declarant is in control of the Association.

SECTION 20.3.1. Mortgage or Conveyance of Common Area. The Common Area may not be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Owners (excluding the Developer).

SECTION 20.3.2. Transfer of Common Area. The Common Area shall be conveyed to the Association free and clear of all encumbrances before HUD insures the first mortgage in the Property subject to the Declaration.

## ARTICLE 21

### SURFACE WATER MANAGEMENT SYSTEM FACILITIES

Notwithstanding anything contained in this Declaration to the contrary, the following shall apply to the Surface Water Management System Facilities:

SECTION 21.1. Responsibility. The Association is responsible for the operation and maintenance of the Surface Water Management System Facilities. Said operation and maintenance and reinspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit issued by the Southwest Florida Management District. If the Association ceases to exist, all of the Lot Owners shall be jointly and severally responsible for the operation and maintenance of the Surface Water Management System Facilities in accordance with

the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility therefor in a manner acceptable to the Southwest Florida Water Management District.

SECTION 21.2. Construction. No construction activities may be conducted relative to any portion of the Surface Water Management System Facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System Facilities. If the Property includes a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the Southwest Florida Water Management District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the Southwest Florida Water Management District in the Environmental Resource Permit may be conducted without specific written approval from said district.

SECTION 21.3. Enforcement. The Southwest Florida Water Management District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities.

SECTION 21.4. Amendment. Any amendment of this Declaration affecting the Surface Water Management System Facilities or the operation and maintenance of the Surface Water Management System Facilities shall have the prior written approval of the Southwest Florida Water Management District.

SECTION 21.5 The restrictions shall be in effect for at least 25 years with automatic renewal periods thereafter.

SECTION 21.6 If the association ceases to exist, all of the lot owners, parcel owners or unit owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility as explained in subsection 2.6.2.2.4.h.

SECTION 21.7 For projects which have on-site wetland mitigation as defined in section 1.7.24 which requires ongoing monitoring and maintenance, the declaration of protective covenants, deed restrictions or declaration of condominium shall include a provision requiring the association to allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is successful in accordance with the Environmental Resource Permit.

## ARTICLE 22

### GENERAL PROVISIONS

SECTION 22.1. Captions and Headings. The captions and headings pertaining to the articles and paragraphs contained in this Declaration are solely for the convenience of reference and in no way shall such captions or headings define, limit or in any way affect the substance of the provisions contained in this Declaration.

SECTION 22.2. Severability. If any of the terms or provisions contained in this Declaration shall be deemed invalid by a court of competent jurisdiction, such term or provision shall be severable from this Declaration and the invalidity or unenforceability of any such term or provision shall not affect or impair any other term or provision contained in this Declaration.

SECTION 22.3. Number and Gender. Whenever used in this Declaration, the singular number shall include the plural, the plural number shall include the singular and the use of any one gender shall be applicable to all genders.

SECTION 22.4. Conflicting Provisions. If there is any conflict between the Articles and this Declaration, the terms and provisions of this Declaration shall control, and if there is any conflict between the Bylaws and this Declaration, the terms and provisions of this Declaration shall control.

IN WITNESS WHEREOF, this Declaration of Restrictions, Covenants, Easements and Conditions of VILLAS OF WESTSHORE, LLC.

WITNESSES:

Ginger Bieri  
Print Name: Ginger Bieri

Jessica Morgan  
Print Name: Jessica Morgan

Declarant:

VILLAS OF WESTSHORE, LLC, a Florida limited liability company

By: [Signature]  
Its: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of July, 2004, by JAMES LAUDERS, as PRESIDENT of VILLAS OF WESTSHORE, LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

Printed Name: [Signature]  
Notary Public  
Serial Number (if any):

My Commission Expires:

**JOAN IREDELL-REED**  
Notary Public, State of Florida  
My Comm. Expires Mar. 16, 2008  
No. DD301003

(NOTARY SEAL)



VILLAS OF WESTSHORE, LLC  
CONSENT OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS that the undersigned, the owner and holder of a mortgage lien encumbering all or a portion of the property subject to or to be subjected to the Declaration of Restrictions, Covenants, Easements and Conditions of VILLAS OF WESTSHORE, LLC hereby consents to said Declaration.

IN WITNESS WHEREOF, this Consent of Mortgagee has been executed the 18 day of June, 2004.

Witnesses:

Ginger Bieri  
Print Name: Ginger Bieri

Sue Dougherty  
Print Name: Sue Dougherty

PLATINIUM BANK, a Florida banking corporation

By: Marvin F. Crabtree, Jr.  
Its: Executive Vice President

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of June, 2004, by Marvin F. Crabtree, Jr., the Executive V. P. of PLATINIUM BANK, a Florida banking corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

Susan R. Dougherty  
Printed Name: Susan R. Dougherty  
Notary Public  
Serial Number (if any): \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)

SUSAN R. DOUGHERTY  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD122098  
EXPIRES 06/02/2006  
BONDED THRU 1-888-NOTARY1

**EXHIBIT "A"**

**PROPERTY**

All of the Lots and other real property contained within VILLAS OF WESTSHORE, LLC, according to map or plat or thereof as recorded in Plat Book 100, Page 134 of the Public Records of Hillsborough County, Florida.

**EXHIBIT "B"**

**JOINDER AND CONSENT**

WESTSHORE TOWNHOMES PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation, hereby joins in and consents to the Declaration of Restrictions, Covenants, Easement and Conditions of VILLAS OF WESTSHORE, LLC, and hereby accepts the obligations imposed upon it by said Declaration.

WITNESSES:

WESTSHORE TOWNHOMES PROPERTY OWNERS ASSOCIATION, INC. a Florida non-profit corporation

Jessica Morgan  
Print Name: Jessica Morgan

Ginger Bieri  
Print Name: Ginger Bieri

By: [Signature]  
Its: President

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of June, 2004, by JAMES LAUDERS, as President of WESTSHORE TOWNHOMES PROPERTY OWNERS ASSOCIATION, INC. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

Printed Name: [Signature]  
Notary Public  
Serial Number (if any): \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)

**JOAN IREDELL-REED**  
Notary Public, State of Florida  
My Comm. Expires Mar. 16, 2008  
No. DD301003