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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
FAIRVIEW SUBDIVISION

THIS DOCUMENT is the DECLARATION OF COVENANTS AND RESTRICTIONS FOR FAIRVIEW SUBDIVISION made this 19th day of September, 1986, by SUNMARK COMMUNITIES CORP., a Florida corporation ("Developer").

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WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration of Covenants and Restrictions for Fairview Subdivision ("Declaration") and desires to create thereon an exclusive residential community known as Fairview Subdivision (herein referred to as the "Project"); and

WHEREAS, Developer desires to insure the attractiveness of the individual lots and community facilities within the Project and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the said property, to provide for the maintenance of common areas and other community facilities and certain portions of the Lots; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in the Project and to insure the residents' enjoyment of the specific rights, privileges and easements in the community properties and facilities, to create an organization to which should be delegated and assigned the powers of owning, maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has or will incorporate under the laws of the State of Florida, as a non-profit organization, FAIRVIEW PROPERTY OWNERS ASSOCIATION, INC., for the purpose of exercising the functions aforesaid within the Project;

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I: DEFINITIONS AND CONSTRUCTION

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration:

Prepared by and Return to:
Victoria Carter
Richard L Wolfe
201 E Kennedy Blvd #1600
Tampa FL 33602

RICHARD L. AKE
CLERK OF CIRCUIT COURT
HILLODDOWN COUNTY

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Section 1. "Articles" means the Articles of Incorporation of the Association, and its successors, as from time to time amended.

Section 2. "Association" means Fairview Property Owners Association, Inc. a Florida corporation not for profit, organized, or to be organized, under Chapter 617, Florida Statutes (1983).

Section 3. "Board" or "Board of Directors" means the Association's Board of Directors.

Section 4. "By-Laws" means the By-Laws of the Association and its successors, as from time to time amended.

Section 5. "Civic Association" means the Sun City Center Civic Association, Inc., a Florida not-for-profit corporation, and its successors and assigns.

Section 6. "Civic Association Member" means a Resident who holds membership in the Civic Association pursuant to Article IX of this Declaration.

Section 7. "Committee" means Architectural Control Committee established pursuant to Article IV herein.

Section 8. "Common Property" or "Common Properties" means the areas if any, of the Property not included within a Lot, or a dedicated right-of-way or a dedicated easement, which areas may or may not be designated as such on the plat(s) of said Property filed or to be filed in the Public Records of Hillsborough County, Florida, or such other areas as may be specifically described herein.

Section 9. "Declaration(s)" mean this Declaration and all amendments thereto.

Section 10. "Developer" means Sunmark Communities Corp., a Florida corporation, and its successors.

Section 11. "Documentation". The legal documentation for the Project consists of this Declaration, the Association's Articles of Incorporation, the Association's By-Laws, and all amendments to any of the foregoing hereafter made.

Section 12. "Family" means one or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than three (3) persons not all so related, together with domestic servants if any, maintaining a common household in a Unit.

Section 13. "Homeowner" means any person who from time to time holds record title to any Lot. If more than one person holds such title, all such persons are Homeowners, jointly and severally. The Developer is a Homeowner with respect to each Lot from time to time owned by such Developer.

Section 14. "Interpretation". Unless the context expressly requires otherwise: (i) the use of the singular includes the plural and vice versa;

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(ii) the use of one gender includes all genders; (iii) the use of the terms "including" or "include" is without limitation; (iv) the use of the term "Lot" includes any portion applicable to the context, any and all improvements, fixtures, trees, vegetation, and other property from time to time situated thereon, and any and all appurtenant rights; and (v) the words "must", "should", and "will" have the same legal effect as the word "shall". This Declaration should be interpreted, construed, applied, and enforced in a reasonable, practical manner to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Lots by providing a common plan for their Development and enjoyment. The various headings used in this Declaration are for indexing and organizational purposes only and are not to be used to interpret, construe, apply, or enforce its substantive provisions.

Section 15. "Lot" means each numbered lot as established by the recorded plat(s) of the Property.

Section 16. "Mortgage" means any valid instrument transferring any interest in real property as security for the performance of an obligation. "First Mortgage" means a valid mortgage having priority over all other mortgages on the same property.

Section 17. "Person" means any natural person or artificial entity having legal capacity.

Section 18. "Resident" means a permanent occupant of a Unit.

Section 19. "The Work" means the development of all or any portion of the Property as a residential community by Developer's construction and installation of streets, dwellings, buildings, and other improvements and the sale or other disposition of the Property and improvements thereon in parcels or as completed Lots.

Section 21. "Unit" or "Dwelling" means a residential housing unit consisting of a group of rooms which are designed or intended for the exclusive use as living quarters for one Family, as hereinafter defined, as constructed by the Developer upon the Property.

ARTICLE II: PROPERTY SUBJECT TO THIS DECLARATION

Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the County of Hillsborough, State of Florida, and is more particularly described in metas and bounds description attached hereto as Exhibit A and incorporated by reference as fully as if specifically repeated herein and all of which real property shall hereinafter be referred to as "Property".

ARTICLE III: PROPERTY RIGHTS, EASEMENTS AND RESTRICTIONS

Section 1. Appurtenances. The benefit of all rights and easements granted by this Article constitute a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as non-exclusive by this Article, its benefit nevertheless is exclusive to all Lots granted such benefit by this Article, unless

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this Article expressly grants such benefit to other persons. In no event will the benefit of any such easement extend to the general public.

Section 2. Utility Easements. Developer has identified areas for use by all utilities for the construction and maintenance of their respective facilities servicing the Property; and Developer hereby grants to such utilities, jointly and severally, easements for such purpose. The location and extent of such easements are as shown on the plat (recorded or to be recorded) of the Property or such other instrument defining them. In addition to the above, Developer hereby reserves unto itself its successors and assigns an easement over, under, across and through the Common Property as may be required for the construction, maintenance and operation of a two-way communication and security system. Such utilities as well as the Developer, and their respective agents, employees, designees and assigns shall have full rights of ingress and egress over any Lot for all activities appropriately associated with the purposes of said easements.

Section 3. Common Properties. Subject to the provisions of subsection (b) below, every Homeowner shall have a non-exclusive right and easement of enjoyment in and to the Common Properties, if any, and such easement shall be appurtenant to and shall pass with the title to every Dwelling situated within the Project.

(a) **Extent of Members' Easement.** The rights and easements of enjoyment created herein, shall be subject to the following:

(i) The right of the Association to limit the use of the Common Properties to Homeowners, their families and guests;

(ii) The right of the Association to suspend the voting and enjoyment rights of a Homeowner for any period during which any assessment against his Lot remains unpaid, or for any infraction of the Association's published rules and regulations;

(iii) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Homeowners. No such dedications or transfer shall be effective unless the Members entitled to at least two-thirds (2/3) of the Class A votes and all of the Class B votes agree to such dedication or transfer, provided that this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of electrical, telephone, special purpose cable for television and other uses, water and sewer, utilities and drainage facilities upon, over, under and across the Common Property without the assent of the membership.

(iv) The right of the Association to impose reasonable covenants and restrictions in respect to the use of the Common Properties in addition to those set forth herein.

(v) That portion of any driveway falling within the Common Properties which is contiguous to and serves one or more Lots shall,

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except as otherwise provided herein, be subject to the exclusive use and possession of the Homeowners whose Lots are served by such driveway.

(b) Extension of Rights and Benefits. Every Homeowner shall have the right to extend the rights and easements of enjoyment vested in him under this Article to each of his tenants and to each member of his Family who resides with him and to such other persons as may be permitted by the Association.

Section 4. Lots. The following covenants, restrictions and easements are hereby imposed on each Lot in the Project.

(a) General Restrictions. The following easements restrictive covenants are easements and covenants running with the land and are binding upon all Homeowners, their successors and assigns:

(i) The Lots shall be used only for single-family residential purposes, and no professional business or commercial use shall be made of the same, or any portion thereof, provided further that nothing herein shall be construed in such a manner as to prohibit an Owner from (a) maintaining his personal professional library therein; (b) keeping his personal, business or professional records or accounts therein; or (c) handling his personal, business or professional telephone calls or correspondence therefrom.

(ii) Each Unit, if occupied, shall be occupied by at least one (1) person fifty (50) years of age or older. No children under the age of eighteen (18) years shall occupy any Unit provided however, that such children may visit and temporarily occupy such Unit for periods not to exceed thirty (30) days in any calendar year. The Association shall have the right to extend said period of visitation within any calendar year.

(iii) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No inflammable, combustible or explosive fluid or chemical substance shall be kept on any Lot except such as are required for normal household use and same shall be kept within the Dwelling constructed on said Lot. No Homeowner shall permit or suffer anything to be done or kept in his Dwelling or, where applicable, on his Lot which will increase the rate of insurance as to other Homeowners or to the Association.

(iv) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently, except that the Developer may place any type of temporary structure on any Lot at any time to aid in its construction and/or sales activities.

(v) No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers or as required by the Association or the applicable ordinances of Hillsborough County. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

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(vi) No individual water supply system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Committee and all applicable governmental authorities and approval of such system as installed shall be obtained from the Committee and such governmental agencies. This restriction includes but is not limited to a prohibition against the pumping of water from any lakes, ponds or other bodies of water located within or adjacent to this Subdivision.

(vii) No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Committee and all applicable governmental authorities. Approval of such system as installed shall be obtained from the Committee and such governmental authorities.

(viii) There shall be no alteration, addition or improvement of any Common Properties, except as provided in this Declaration, nor shall any person use the Common Properties, or any part thereof in any manner contrary to or not in accordance with the rules and regulations pertaining thereto as from time to time may be promulgated by the Association or approved and authorized in writing by the Association.

(ix) No motor vehicles of any type or nature or trailers or campers or vans or boats or boat trailers may be parked upon any swale area, if applicable, within the Project, except trucks and the like may be parked for such period of time not to exceed eight (8) hours necessary for delivery or pickup purposes. No trucks, trailers, campers, vans, boats or boat trailers, or recreational vehicles may be parked in any driveway or upon any Lot. No motor vehicle or boat repair work shall be conducted on any Lot other than very minor repairs.

(x) The Board of Directors of the Association may from time to time adopt or amend previously adopted rules and regulations governing the details of the operation, use, maintenance, management and control of the Common Properties and governing and restricting the use and maintenance of the Lots and improvements and landscaping thereon, provided, however, that copies of such rules and regulations are furnished to each Homeowner prior to the time same became effective and provided that said rules and regulations are a reasonable exercise of the Association's power and authority based upon the overall concepts and provisions in this Declaration.

(xi) No mail boxes of any type shall be placed upon any Lot, nor affixed to any Dwelling unless the design has been approved by the Committee. It being the intention of the Developer to maintain uniform and centrally located mail boxes throughout the community.

(xii) There shall be no television, radio, nor other antenna(e) of any type or nature whatsoever located upon the exterior of any Dwelling, nor protruding from the interior to the exterior. It being the intention that no antenna will be visible.

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(xiii) There shall be no wall or window type air conditioning unit(s) in any Dwelling.

(xiv) No Lot shall be increased in size by filling in any water it may abut. The elevation of a Lot will not be changed so as to materially affect the surface elevation or grade of the surrounding Lots or Parcels without the prior written approval of the Committee.

(xv) No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot; unless approved by the Committee. No more than ten percent (10%) of any Lot shall be planted, covered or maintained in any material other than grass or other natural, living vegetation, unless approved by the Committee.

(xvi) No automobile garage shall be permanently enclosed or converted to other use without the substitutions of another enclosed automobile storage facility upon the Lot. All Lots shall have a paved driveway of stable and permanent construction. Unless prior approval of the Committee is obtained, the driveway base shall be concrete. No driveway surface shall be painted, repainted, or otherwise artificially colored or recolored without the prior approval of the Committee.

(xvii) No fences shall be permitted without prior Committee approval. Clotheslines are not permitted in any open area but are permitted in areas that are not visible to the other Lots.

(xviii) No sign of any kind shall be displayed to the public view on any Lot, except for the following:

(1) The exclusive sales agent for the Homeowner or the Homeowner may place one (1) professional sign not to exceed two (2) square feet advertising the property for sale or rent.

(2) Additionally, a sign displaying the word "open", not to exceed two (2) square feet, may be displayed during any time the Homeowner or his designated representative is in attendance.

The size and design of all signs mentioned above and to signs pertaining to house numbering, mailboxes and other such material shall be subject to the approval by the Committee.

This provision shall not apply to the Developer.

(xix) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that two (2) common household pets, such as dogs and cats, may be kept provided that they are not kept, bred or maintained for commercial purposes and provided that all pets must be kept on leashes when outside of the Homeowner's Unit. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice by the Association to the owner thereof or to the owner of the Lot containing such pet.

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(xx) Each Lot and the Common Property is hereby subjected to a permanent easement appurtenant to any adjoining Lot to permit the construction, existence, maintenance, repair and restoration of structures located on such adjoining Lot, including roof structures which overhang and encroach upon the servient Lot or Common Property, if any, provided that the construction of such structure is permitted and approved as elsewhere herein provided. The owner of the dominant tenement shall have the right, at all reasonable times, to enter the easement area in order to maintain, repair and restore any improvements located on the dominant tenement provided, however, that such entry shall be allowed only during daylight hours and with the prior knowledge of the owner of the servient tenement. In case of emergency, such right of entry shall be immediate, not restricted as to time and not be conditioned upon prior knowledge of the owner of the servient tenement. The owner of the servient tenement shall not place any improvement, material or obstacle in or over the easement area on the servient tenement which would unreasonably interfere with the rights of the owner of the dominant tenement granted by this paragraph. Any such improvement, material or obstacle shall be promptly removed by the owner of the servient tenement at that owner's expense when requested by the owner of the dominant tenement or Declarant notwithstanding any lapse of time since such improvements, material or other obstacle was placed in or over the easement area.

(b) Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration will be interpreted, construed, or applied to prevent the Developer, or its or their contractors, subcontractors, agents, and employees, from doing or performing on all or any part of the Property owned or controlled by the Developer, whatever they determine to be reasonably necessary or convenient to complete the Work, including:

(i) Improvements. Erecting, constructing, and maintaining such structures and other improvements as may be reasonably necessary or convenient for the conduct of such Developer's business of completing the Work, establishing the Property as a residential community, and disposing of the same in parcels or Lots by sale, lease, or otherwise; or

(ii) Development. Conducting thereon its business of completing the Work, establishing the Property as a residential community, and disposing of the Property in parcels or Lots by sale, lease or otherwise; or

(iii) Signs. Maintaining such signs as may be reasonably necessary or convenient in connection with the sale, lease, or other transfer of the Property in parcels or Lots.

(c) Access by Association. The officers, employees, or designated agents of the Association have a right of entry onto each Lot to the extent reasonably necessary to discharge any duty imposed, or exercise any right granted, by this Declaration, or to investigate or enforce the provisions of the Declaration and the rules and regulations of the Association. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times and the entry may be only upon reasonable notice whenever circumstances permit. Entry into any improvement upon any Lot may not be made without the consent of its owner or occupant for any purpose, except pursuant to court

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order or other authority conferred by Law. Such consent will not be unreasonably withheld or delayed.

(d) Party Wall Easements. All dividing walls which straddle the boundary line between Lots and which stand partly upon one Lot and partly upon another, and all walls which serve two or more Units, shall at all times be considered party walls, and each of the owners of Lots upon which any such party wall shall stand or serve or benefit shall have the right to use said party wall below and above the surface of the ground and along the whole length or any part of the length thereof for the support of said Units and for the support of any building constructed to replace the same, and shall have the right to maintain in or on said wall any pipes, ducts or conduits originally located therein or thereon subject to the restrictions hereinafter contained.

(i) No owner or any Lot nor any successor in interest to any such owner shall have the right to extend said party wall in any manner, either in length, height or thickness.

(ii) In the event of damage to or destruction by fire or other casualty of any party wall, including the foundation thereof, the owner of any Lot upon which such party wall may rest shall have the obligation to repair or rebuild such wall and the owner of each Lot upon which such wall shall rest, be served or benefited by shall pay his aliquot portion of the cost of such repair or rebuilding. All such repair or rebuilding shall be done within a reasonable time, in such workmanlike manner with materials comparable to those used in the original wall and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. Whenever any such wall or any portion thereof shall be rebuilt, it shall be erected in the same location and on the same line and be of the same size as the original wall.

(iii) The foregoing provision of this Article notwithstanding, the owner of any Lot, or other interested party, shall retain the right to receive a larger contribution from another or others under any rule or law regarding liability or negligent or willful acts or omissions. The right of any Homeowner, or other interested party, to contribution from any other Homeowner under this Article shall be appurtenant to the land and shall pass to such Homeowner's or other persons successors in title.

(iv) The title of each Homeowner to the portion of each party wall within such Unit is subject to a cross easement in favor of the adjoining Homeowner for joint use of said wall.

(e) General Easements. In the event that any part of any Unit encroaches or shall hereafter encroach upon any part of any other Lot or the Common Property, valid easements for the maintenance of such encroachments are hereby established and shall exist so long as all or any part of the same shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Homeowner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Unit of another Homeowner and if it occurred due to the willful conduct of any Homeowner.

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Section 5. Ingress and Egress. Each Homeowner shall have a perpetual unrestricted easement over and through the Common Property for the purpose of ingress to and egress from his Lot, subject only to the right of the Association to impose reasonable and non-discriminatory rules and regulations governing the manner in which such easement is exercised, which easement shall be appurtenant to and pass with ownership to each Lot.

ARTICLE IV: ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

The Developer shall have the responsibility of enforcing the restrictions set forth in this Article prior to the formation of the Committee, which upon appointment, shall assume and be responsible for enforcement. References in this Article to Committee shall mean the Developer until the Committee is appointed. The following architectural, maintenance and use restrictions shall apply to each and every Lot now or hereafter subjected to this Declaration.

Section 1. Approval of Plans and Architectural Control Committee. For the purpose of further insuring the maintenance of the Property as a residential area of highest quality and standard, and in order that all improvements on each Lot shall present an attractive and pleasing appearance from all sides of view, the Architectural Control Committee, consisting of three (3) members appointed by the Association shall have, the exclusive power and discretion to control and approve the construction, remodeling, or addition to the buildings, Dwellings, structures and other improvements on each Lot in the manner and to the extent set forth herein. No Dwelling, building, fence, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main Dwelling, shall be commenced, placed, erected or allowed to remain on any Lot, nor shall any addition to or exterior change (including repainting) or alteration thereto be made, nor shall any change in the landscaping, elevation or surface contour of a Lot be made unless and until building plans and specifications covering same, showing such information as may be required by the Committee have been submitted to and approved in writing by the Committee. The Committee may require that all architectural, remodeling and landscape plans be accompanied by site plans which show the siting of the Dwellings on each side of the Dwelling under consideration. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Developer of the Property. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the Homeowner in writing stating with reasonable detail the reason(s) for such disapproval. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Committee may take into consideration the suitability and desirability of proposed construction and of the materials of which the same are proposed to be built to the Lot upon which it is proposed to be erected same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring Lots. In addition, there shall be submitted to the Committee for approval such samples of building materials proposed to be used as the Committee shall specify and require.

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As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of plans and specifications must be submitted to the Committee. Upon giving written approval, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans and specifications. Committee shall be entitled to stop any construction in violation of these restrictions and any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at Homeowner's cost.

(a) Plans and specifications shall be prepared by an architect registered in the State of Florida. The architect submitting the plans must state in writing that he has visited the site and is familiar with all existing site conditions. This requirement may be waived, in whole or in part, by the Committee upon application of the Homeowner and showing to the Committee of good cause for waiving such requirement.

(b) All structures must be built to comply substantially with the plans and specifications as approved by the Committee.

ARTICLE V: MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Homeowner of a Lot that is subject to assessment under Article VIII, of this Declaration shall become a member of the Association upon the recording of the instrument of conveyance. If title to a Lot is held by more than one person each such person is a member. A Homeowner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whether or not mention thereof is made in such conveyance of title. No person other than a Homeowner may be a member of the Association, and a membership in the Association may not be transferred except by the transfer of title to a Lot; provided, however, the foregoing does not prohibit the assignment of membership and voting rights by a Homeowner who is a contract seller to such Homeowner's vendee in possession.

Section 2. Voting. The Association shall have two classes of voting membership: Class A and Class B. So long as there is Class B membership, Class A members are all Homeowners except Developer. The Class B members shall be the Developer. Upon termination of Class B membership, as provided below, Class A members are all Homeowners, including Developer so long as such Developer is a Homeowner. Subject to the provisions of Section 3 of this Article, all members, Class A or Class B, are entitled to cast one vote for each Lot owned; but, as provided in the Association's Articles, the Class B members are entitled to elect the Association's directors until termination of Class B membership.

Section 3. Co-Ownership. If more than one person owns an interest in any Lot, all such persons are members; but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves; but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at such

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meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held in a tenancy by the entirety, either tenant is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing.

Section 4. Class B Termination. The Class B membership will terminate and convert automatically to Class A membership upon the happening of any of the following, whichever occurs first;

(a) The Developer conveys other than to a successor Developer, all of its respective right, title and interest in and to all the Lots of the Project. For purposes of this provision, a Lot shall be conveyed when the Deed is duly recorded.

(b) The passage of four (4) months after the Developer has conveyed, other than to a successor Developer, all of the Developer's right, title and interest in and to seventy-five percent (75%) of the Lots.

(c) The passage of three (3) years after the Developer has conveyed, other than to a successor Developer, all of the Developer's right, title and interest in and to any Lot.

(d) The Developer records a disclaimer of its respective Class B membership.

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

Section 5. Amplification. The provisions of this Declaration are amplified by the Association's Articles and By-Laws; but no such amplification will alter or amend substantially any of the rights or obligations of the Homeowners set forth in this Declaration. Developer intends the provisions of this Declaration on the one hand, and the Articles and By-Laws, on the other, to be interpreted, construed, applied, and enforced to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Developer intends that the provisions of this Declaration control anything in the Articles or By-Laws to the contrary.

ARTICLE VI: RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Association. The Association shall govern, make rules and regulations, control and manage the Lots and Common Properties, if any, located on the Property pursuant to the terms and provisions of this Declaration and the Association's Articles of Incorporation and By-Laws. The Association shall at all times pay the real property ad valorem taxes on any Common Properties if said taxes are billed to the Association as differentiated from being billed to the Homeowner and pay any governmental liens assessed against the Common Properties. The Association shall further have the obligation and responsibility for the hiring of certain personnel and purchasing and maintaining such equipment as may be necessary for maintenance, repair, upkeep and replacement of entryways serving the Project, any Common Properties and facil-

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ities which may be located thereon, the performance of maintenance and such other duties as are set forth herein, as follows:

(a) Notwithstanding the foregoing, the Association may, but is not obligated to, employ Security Guard(s) or a Security Guard Service. If a Security Guard(s) or Security Guard Service is employed by the Association, the Board of Directors shall determine, in their sole discretion, the schedule and cost of expense of Security Guard(s) or Security Guard Service. The Developer, while in control of Association, does not intend to hire or pay for Security Guard(s).

(b) The Association shall maintain any Common Properties and pay the real property ad valorem taxes and governmental liens assessed against the Common Properties and billed to the Association. Any Common Properties which are to be maintained by the Association as provided herein shall be maintained in good condition and repair. Should real property ad valorem taxes or governmental liens as to any Common Properties be assessed against the billed Lots, the Board of Directors shall have the right to determine, in their sole discretion, if the Association should pay all or any portion of said bill(s) for taxes or liens and such amount as they determine should be paid by the Association shall be levied as a special assessment pursuant to Article VIII of this Declaration.

(c) The Association shall obtain, maintain and pay the premiums for the hazard insurance, flood insurance, liability insurance and fidelity bond coverage as set forth below and as consistent with state and local insurance laws, and such other types of insurance as the Board may deem advisable:

(i) Hazard insurance covering all Common Properties, except for land foundations and excavations, and all common personal property and supplies. The policy must protect against loss or damage by fire and all other hazards normally covered by the standard extended coverage endorsement and all other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement. The policy shall cover 100% of the current replacement cost of all covered facilities and shall include the following endorsements: agreed amount and inflation guard (if available), construction code (if the local construction code requires changes to undamaged portions of buildings even when only part of the project is destroyed by an insured hazard), and steam boiler coverage providing at least \$50,000 coverage for each accident at each location.

(ii) Flood insurance covering the Common Property buildings and any other common personal property, if any part of the project is in a special flood hazard area as defined by the Federal Emergency Management Agency. The amount of flood insurance shall be for not less than the lesser of (i) 100% of the current replacement cost all of buildings and insurable property within the flood hazard area and (ii) the maximum coverage available for the Property under the National Flood Insurance Program.

(iii) Comprehensive general liability insurance covering all Common Properties and any other areas under the Association's supervision including public ways and commercial spaces owned by the Association.

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The policy must provide coverage of at least \$1,000,000 for bodily injury and property damage for any single occurrence. The policy must cover bodily injury and property damage resulting from the operation, maintenance or use of the Common Properties and other areas under the Association's control and any legal liability resulting from law suits related to employment contracts to which the Association is a party. The policy must provide for at least ten (10) days' written notice by the insurer to the Association prior to cancellation or substantial modification.

(iv) Fidelity bond coverage for any person (including a management agent) who either handles or is responsible for funds held or administered by the Association, whether or not such persons are compensated for such services. The bond shall name the Association as an obligee and shall cover the greater of (1) the maximum funds that will be in the custody of the Association or its management agent while the bond is in force and (ii) the sum of three (3) months' General Assessments on all Lots plus the Reserve Fund. The bond shall provide for ten (10) days' written notice to the Association and all servicers of FNMA-owned mortgages in the Project prior to cancellation of or substantial modification to the bond.

(d) The Association shall care for and maintain the entryway walls and landscaping located at the intersection of South Pebblebeach Blvd and ~~South Pebblebeach Blvd and~~ ~~Woodway Drive~~ ~~Weatherford Drive~~, any landscaping located within a landscaping easement as shown on the Plat. In addition, the Association shall care for and maintain each Unit and the planted lawn areas of each Lot together with the portion of any Lot subject to a drainage easement. The care and maintenance of the planted lawn area shall consist of mowing, edging and fertilizing, as well as the purchase of materials, including but not limited to fertilizer and insecticides necessary to carry out these functions, but shall exclude irrigation and care of any landscaping other than the planted lawn area. The care and maintenance of the portion of any Lot subject to the drainage easement shall consist of trimming of the existing vegetation on the area down to and including the water's edge sufficient to prevent the unsightly growth of such vegetation.

The foregoing constitutes the basic and general expenses of the Association and said expenses are to be paid by members of the Association as hereinafter provided, except as otherwise provided herein. It shall be the duty and responsibility of the Association, through its Board of Directors, to fix and determine from time to time, the sum or sums necessary and adequate to provide for the expenses of the Association. The procedure for the determination of such assessments shall be as hereinafter set forth in this Declaration or the By-Laws or the Articles of Incorporation of the Association. The Board of Directors shall have the power and authority to levy a special assessment should one become necessary as determined by them in their sole discretion and said special assessment shall be determined, assessed, levied and payable in the manner determined by the Board of Directors as hereinafter provided in this Declaration or the Articles of Incorporation or the By-Laws of the Association. A regular assessment shall be payable in advance or monthly, quarterly, or on a semi-annual or annual basis or otherwise as determined by the Board of Directors.

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Section 2. Management Contracts and Leases of Common Property. The Association shall expressly have the power to contract the management of the Association and recreation area, if any, and to lease the recreation areas, further having the power to delegate to such contractor or lessee any or all of the powers and duties of the Association respecting the contract granted or property demised. The Association shall further have the power to employ personnel to perform the services required for proper administration of the Association.

The undertakings and contracts authorized by the first Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership of the Association, provided, however, that any management contract entered into by the Association prior to the election of such first Board shall be terminable by the Association without cause or penalty at any time after such election upon not more than ninety (90) days advance notice.

Section 3. Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or as heretofore granted by Developer. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which are or might be prohibited by the public authority to whom said easement is given.

(b) Easements over, under, across and through each Lot are hereby expressly granted to the Association for the purpose of making any repairs or performing any maintenance provided for or required by this Declaration, regardless of whether such repairs or maintenance directly benefit the Lot upon which they performed.

(c) The easement area of each Lot and all improvements in it shall be maintained by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE VII: MAINTENANCE OF UNITS AND LOTS AND IMPROVEMENTS THEREON AND LANDSCAPING THEREON

(a) Homeowners. Except as provided in Section 1(d) of Article VI, each Homeowner shall be responsible for the maintenance, repair and replacement of all improvements (including landscaping) on his Lot and such other areas as are provided herein. Any area or matter not specifically required to be maintained, repaired or replaced by the Association shall be maintained, repaired and replaced by the Homeowner.

(b) Failure to Maintain Lots. In the event a Homeowner of any Lot shall fail to maintain or repair the Lot, the improvements thereon or the landscaping thereon, if any, within 30 days written notice of same, the Association, after approval by two-thirds (2/3) vote of the Board of Directors,

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shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot, any improvements thereon and the landscaping thereon. The cost of same shall be added to and become part of the assessment to which said Lot is subject and said cost shall be a lien upon said Lot with the same force and effect and the liens on Lots for assessments as provided in this Declaration and the Articles of Incorporation and By-Laws of the Association.

ARTICLE VIII: COVENANT FOR ASSESSMENTS

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

(a) A General Assessment, as defined in Section 2 of this Article;
and

(b) Special Assessments, as defined in Section 5 of this Article;
and

(c) Specific Assessments against any particular Lot that are established pursuant to any provision of this Declaration as provided in Section 6 of this Article; and

(d) All taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.

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

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

Section 3. Initial General Assessment. The initial General Assessment shall be \$59.90 per month and will remain in effect until a different General Assessment may be determined as provided in Section 4.

Section 4. Determination of General Assessment. Except with regard to the initial General Assessment, the amount of the General Assessment shall be fixed by the Board of Directors at least thirty (30) days in advance of each General Assessment period, and shall be based upon an adopted budget.

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The General Assessment period shall coincide with the Association's fiscal year. Except for the initial General Assessment, written notice of the amount of the General Assessment should be given to every Homeowner; but the failure to give or receive such notice, or both, shall not invalidate any otherwise valid assessment. The General Assessment must be payable in equal monthly installments without interest until delinquent, and prepayable in whole at any time or times during the applicable assessment period without penalty or other consideration. At the discretion of the Board of Directors, the General Assessment may be collected on a quarterly, semi-annual or annual basis rather than collected each month.

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

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

Section 7. Uniformity of Assessments. The General Assessment and any Special Assessment must be uniform throughout the Project.

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

Section 9. Developer's Assessment. Developer shall pay to the Association the General Assessment with respect to only those Lots owned by Developer and for which sodding of the lawn area has been completed. Such General Assessment shall commence with respect to each such Lot on the first day of the month following completion of the lawn area sodding and shall terminate with the end of the month during which closing is held on the sale of said Lot.

Section 10. Lien for Assessment. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums validly secured by any First Mortgage encumbering such Lot. Except for liens for all sums validly secured by any such First Mortgage, all other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Section, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association from time to time may record a Notice of Lien for the purpose of further evidencing the lien established by this Article, but neither the recording of, nor failure to

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record, any such Notice of Lien will affect the existence or priority of the Association's lien.

Section 11. Certificate. Upon demand, and for a reasonable charge, the Association will furnish to any interested person a certificate signed by an officer of the Association setting forth whether the General Assessment and any Special Assessment or assessment against a specific Lot have been paid and, if not, the unpaid balance(s).

Section 12. Remedies of The Association. Any assessment not paid within 30 days after its due date bears interest at the rate of eighteen percent (18%) per annum or such other rate as may be from time to time determined by the Board provided however, that such rate shall not exceed the maximum rate allowed by law. The Association may bring an action at law against the Homeowner personally obligated to pay such assessment, or foreclose its lien against such Homeowner's Lot. No Homeowner may waive or otherwise escape liability for the Association's assessments. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien, or its priority.

Section 13. Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Homeowner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. The Homeowner also is required to pay to the Association any assessments against the Lot that become due during the period of foreclosure, which assessments also are secured by the lien foreclosed and accounted on a prorata basis and paid as of the date the Homeowner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Lot as its owner for purposes of resale only. If any foreclosure sale results in a deficiency, the Court having jurisdiction of the foreclosure may enter a personal judgment against the Homeowner for such deficiency.

Section 14. Subordination of Lien. Except where a notice of lien has been filed in the public records prior to the recording of a valid first mortgage the lien for the assessments provided in this Article is subordinate to the lien of any such First Mortgage. Sale or transfer of any Lot does not affect the assessment lien. The Association may give any encumbrancer of record 30 days notice within which to cure such delinquency before instituting foreclosure proceedings against the Lot. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amounts secured by the lien established by this Article; and, upon such payment, such encumbrancer will be subrogated to all rights of the Association with respect to such lien, including priority.

Section 15. Homesteads. By acceptance of a deed to any Lot, each Homeowner is deemed to acknowledge conclusively and consent that all assessments established pursuant to this Article are for the improvement and main-

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tenance of any homestead thereon and that the Association's lien has priority over any such homestead.

Section 16. Reserve Fund. The Association shall maintain a Reserve Fund to be used solely for making expenditures in connection with the Common Properties and performance required of maintenance to the Units (the "Reserve Fund"). The Board shall determine the appropriate level of the Reserve Fund based on a periodic review of the useful life of the improvements to the Common Properties and equipment owned by the Association as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Properties, the purchase of equipment to be used by the Association in connection with its duties hereunder, or performance of required maintenance. Each budget shall disclose itemize the amount of contribution to the Reserve Fund and payment of such amount shall be made in equal monthly installments together with each installment of the General Assessment paid by such Homeowner.

Section 17. Initial Funding of Capital. At the time the initial sale of each Lot is closed, the purchaser of the Lot shall pay to the Association an amount equal to two (2) times the initial monthly General Assessment for such Lot (the "Initial Capital Fund Payment"). This sum shall be used and applied for start-up costs and as a working capital fund in connection with all initial operating expenses for the Association. This payment shall not be refundable or be applied as a credit against the Homeowner's monthly assessments.

ARTICLE IX: MEMBERSHIP IN CIVIC ASSOCIATION

Section 1. Membership. Each Resident (not exceeding two Residents, unless otherwise provided by the Board of Directors of the Civic Association) of a Unit which is subject to assessment pursuant to Section 2 of this Article, is hereby declared to be a Civic Association Member. Civic Association Membership is appurtenant to and shall not be separated from a Unit. Each Homeowner, by acceptance of a deed or other conveyance of the Unit thereby, whether this Declaration or such mention is made a part of, incorporated by reference in, or expressed in such deed or conveyance, subjects his Unit to all of the obligations, burdens and benefits of this Article and thereby subjects said Unit and the Civic Association Members connected with such Unit to all rules, regulations and authorities of the Civic Association, its articles of incorporation and by-laws.

Section 2. Creation of the Lien and Personal Obligation for Assessments.

(a) Each Homeowner (excluding Declarant, its affiliates, the Association and the Civic Association) by acceptance of a deed to a Unit, whether or not it shall be so expressed in such deed or other conveyance for a Unit, hereby covenants and agrees and shall be deemed to covenant and agree, personally and unconditionally, and if there is more than one Homeowner of such Unit, jointly and severally, to pay to the Civic Association such assessments as are levied by the Civic Association. Such assessments, together with interest thereon and the cost of collection, if any, as provided in the articles of incorporation and by-laws of the Civic Association shall be a charge and a continuing lien upon the Unit against which such assessment is made and

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upon the membership(s) appurtenant thereto. Each such assessment, together with such interest and costs thereon, shall also be a personal obligation of the Homeowner who was the Homeowner of such Unit at the time when the same fell due.

Section 3. Non-Payment of Assessments.

(a) Any assessment or installment thereof levied by the Civic Association which is not paid when due shall be delinquent. In the event of a delinquent installment of any such assessment, the Board may, upon ten (10) days' notice to the Homeowner, accelerate the maturity of all remaining installments due with respect to the then current budget year.

The Civic Association shall have a lien for unpaid assessments, together with interest thereon, against such Unit and on all tangible personal property located within the Unit, subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Civic Association incidental to the collection of such assessments, or the enforcement of such lien, together with all sums advanced and paid by the Civic Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Civic Association in order to preserve and protect its lien, shall be payable by the Homeowner of the Unit and secured by such lien. The Civic Association may take such action as it deems necessary to collect such assessments by personal action or by enforcing and foreclosing said lien and may settle and compromise the same if deemed in its best interest. The Civic Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an Assessment lien, and to apply as a cash credit against its bid, all sums due as provided herein, covered by the lien enforced.

(b) Whenever a person acquires title to a Unit through foreclosure of a first mortgage or deed in lieu of foreclosure of a first mortgage, he shall not be liable for the assessments levied by the Civic Association with respect to such Unit or chargeable to the former Homeowner of such Unit; if (i) said assessments became due prior to acquisition of title as a result of the foreclosure or the acceptance of a deed in lieu of foreclosure of a first mortgage, and (ii) such assessments are not secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Said unpaid assessments shall be deemed to be an expense of the Civic Association collectible from Assessments levied by the Civic Association. Notwithstanding the foregoing, such sale or transfer shall not relieve the Unit and the acquirer, his successors and assigns, from liability for any assessments thereafter becoming due, or from the lien of any such subsequent assessment.

(c) Any person who acquires an interest in a Unit, except through foreclosure of a first mortgage, or acceptance of a deed in lieu of foreclosure of a first mortgage, as specifically provided hereinabove, including, without limitation, persons acquiring title by operation of law (including purchasers at judicial sales), shall be liable for the payment of any unpaid assessments due and owing by the former Homeowner(s) of such Unit. The Civic Association may assign its claim and lien rights for the recovery of any unpaid assessments to any Homeowner or Homeowners of Units, or to any third party.

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(d) Any and all rights and remedies provided herein may be exercised at any time and from time to time, cumulatively or otherwise. The Civic Association's rights and remedies may be waived only by written authority of the Civic Association's Board of Directors, and any such waiver shall not constitute a continuing waiver or be renewed or extended without such written authority.

Section 4. Binding Effect. Notwithstanding anything in this Declaration to the contrary, the covenants, conditions and restrictions set forth in this Article shall run with and bind the Property and any additional property submitted to this Declaration and shall inure to the benefit of and be enforceable by the Civic Association and/or the owner of any real property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date that this Declaration is recorded, after which time the same shall be automatically extended for successive periods of ten (10) years unless, prior to the end of such thirty (30) year period or the ten (10) year period then in effect, as the case may be, there shall be recorded in the Public Records of Hillsborough County, Florida: (a) an instrument modifying or abolishing any of the provisions hereof signed by the then Homeowners and their mortgagees representing seventy-five percent (75%) or more of the Units which are subject to the provisions of this Declaration, and (b) a certification by the Association to the adoption by the Board of resolutions recommending such modification or abolition to the Civic Association Members.

Section 5. Amendment. Notwithstanding anything herein to the contrary, this Article may only be amended by recording of (i) an instrument executed by Homeowners and their mortgagees of not less than seventy-five percent (75%) of the Units which are subject to this Article, or (ii) an instrument executed by the President and attested to by the Secretary of the Civic Association, indicating that seventy-five (75%) percent of the votes of all Civic Association Members approved such amendment. No amendment shall be effective unless (i) so long as Declarant is still in title to any part of the Property, Declarant shall join therein, and (ii) written notice of the amendment is sent to every Civic Association Member, Homeowner and mortgagee appearing in the records of the Civic Association, at least ninety (90) days in advance of any action taken. In addition, no amendment shall be effective if the effect of the amendment would be either to deprive unreasonably Homeowners of their rights and interests in the Civic Association or to impose a substantially greater economic burden upon individual Homeowners, unless such amendment is executed by or consented to by all the Homeowners.

Section 6. Special Amendments. Anything herein to the contrary notwithstanding, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Article (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Units, (iii) to correct clerical

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or typographical errors in this Article, (iv) to bring this Article into compliance with applicable laws, ordinances or governmental regulations, (v) to bring this Article into compliance with that certain agreement as amended from time to time, between Sunmark Communities Corp., and the Sun City Center Civic Association, Inc., which agreement has an effective date of January 26, 1984, or (vi) to minimize any federal or state income tax liability of the Civic Association. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Homeowner and the Civic Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate on December 31, 1989.

ARTICLE X: MISCELLANEOUS PROVISIONS RESPECTING MORTGAGES

The following provisions are intended for the benefit of each holder of a recorded First Mortgage encumbering a Lot (and the Unit thereon, if any) ("First Mortgagee") and to the extent if at all, that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control:

(a) Upon request in writing to the Association identifying the name and address of the First Mortgagee or the Insurer or guarantor of a recorded First Mortgage on a Lot ("Insurer or Guarantor") and the Lot number, the Association shall furnish each First Mortgagee, Insurer or Guarantor a written notice of such Lot Owner's obligations under this Declaration which is not cured within sixty (60) days. Any First Mortgagee of a Lot who comes into possession of the said Lot pursuant to the remedies provided in the mortgage, foreclosure shall, to the extent permitted by law, take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged Lot which become due prior to (i) the date of the transfer of title or (ii) the date on which the holder comes into possession of the Unit, whichever occurs first.

(b) Upon request in writing, each First Mortgagee, Insurer or Guarantor shall have the right:

(i) to examine current copies of this Declaration, the By-Laws, rules and regulations and the books and records of the Association during normal business hours;

(ii) to receive, without charge and within a reasonable time after such request, any annual audited or unaudited financial statements which are prepared and distributed by the Association to the Owners at the end of each of its respective fiscal years, provided, however, that in the event an audited financial statement is not available, any First Mortgagee shall be entitled to have such an audited statement prepared at its expense;

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(iii) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

(iv) to receive written notice of any decision by the Owners to make a material amendment to the Declaration, By-Laws contained herein or Articles of Incorporation;

(v) to receive written notice of any lapse, cancellation or modification of any insurance policy or fidelity bond maintained by the Association; and

(iv) to receive written notice of any action which would require the consent of a specified percentage of First Mortgagees.

(c) No provision of this Declaration or the Articles of Incorporation of the Association or any similar instrument pertaining to the Property or the Lots therein shall be deemed to give an Owner or any other party priority over the rights of the First Mortgagees pursuant to their mortgages in the case of distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of the Lots, and/or the Common Property, or any portion thereof or interest therein. In such event, the First Mortgagees, Insurers or Guarantors of the Lots affected shall be entitled, upon specific written request, to timely written notice of any such loss.

(d) Unless the First Mortgagees of the individual Lots representing at least fifty-one percent (51%) of the votes in the Association have given their prior written approval, neither the Association nor the Owners shall be entitled to:

(1) amend this Declaration, the Articles or the By-Laws concerning:

(1) voting rights;

(2) assessments, assessment liens, or subordination of assessment liens;

(3) reserves for maintenance, repair and replacement of Common Properties;

(4) responsibility for maintenance and repairs;

(5) reallocation of interest in the general or limited Common Properties, or rights to their use;

(6) boundaries of any Lot;

(7) convertibility of Lots into Common Properties or vice versa;

(8) expansion or contraction of the Project, or the addition, annexation or withdrawal of property to or from the Project;

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- (9) insurance or fidelity bonds;
- (10) leasing of Lots;
- (11) imposition of any restrictions on an Owner's right to sell or transfer his or her Unit or Lot; or
- (12) any provisions which expressly benefit First Mortgagees, Insurers or Guarantors;
 - (ii) terminate professional management of the Project and establish self-management thereof where professional management had been previously required by a First Mortgagee;
 - (iii) restore or repair the Project (after hazard damage or a partial condemnation) in a manner other than specified in this Declaration; or
 - (iv) take any action to terminate the legal status of the Project after substantial destruction or condemnation thereof.
- (e) Unless the First Mortgagees of the individual Lots representing at least sixty-seven percent (67%) of the votes in the Association have given their prior written approval, neither the Association nor the Owners shall be entitled to terminate the legal status of the Project for reasons other than substantial destruction or condemnation thereof.
- (f) Upon specific written request to the Association, each First Mortgagee, Insurer or Guarantor of a Lot shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Property if such damage or destruction or taking exceeds Ten Thousand Dollars (\$10,000.00), or if damages shall occur to such Lot in excess of One Thousand Dollars (\$1,000.00), notice of such event shall also be given.
- (g) If any Lot, Unit thereon or portion thereof or the Common Property or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the First Mortgagee, Insurer or Guarantor of said Lot will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition and no provisions of any document will entitle the owner of such Lot or other party to priority over such First Mortgagee with respect to the distribution to such Lot of the proceeds of any award or settlement.

ARTICLE XI: DAMAGE, DESTRUCTION, CONDEMNATION AND RESTORATION OF IMPROVEMENTS

Section 1. Damage, Destruction and Restoration. In the event the improvements forming a part of the Common Property, or any portion thereof, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, plus the Reserve Fund, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds and, if necessary, the

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Reserve Fund shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event within one-hundred eighty (180) days after said damage or destruction, the Owners shall elect to withdraw the Property from the provisions of this Declaration, or if the insurance proceeds and the Reserve Fund are insufficient to reconstruct the damaged or destroyed improvements to the Common Property and the Owners and all other parties in interest do not voluntarily make provision for reconstruction within one-hundred eighty (180) days from the date of damage or destruction, then such repair, restoration, or reconstruction shall not be undertaken. In the event such repair, restoration, or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Owners, after first paying from the share of each Owner the amount of any unpaid liens on his Lot, in the order of the priority of such liens.

Section 2. Withdrawal of Property From Declaration. In the case of damage or other destruction, upon the unanimous affirmative vote of the Owners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from this Declaration. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Owner shall be on an equitable basis. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Property, shall be allocated to the Owners on the basis of an equal share for each Lot. Upon the withdrawal of any Lot or portion thereof, the responsibility for the payment of assessments on such Lot or portion thereof by the Owner shall cease.

Section 3. Eminent Domain. In the event any portion of the Property is taken by condemnation or eminent domain proceedings, provision for withdrawal of the portion so taken from the provisions of this Declaration may be made by the Board. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Owner shall be on an equitable basis. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Property shall be allocated to the Owners on the basis of an equal share for each Lot. Upon the withdrawal of any Lot or portion thereof, the responsibility for the payment of assessments on such Lot or portion thereof by the Owner shall cease. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition of the Common Property or any part thereof. In the event of the total taking of the Property by eminent domain, the condemnation award available in that connection shall be divided by the Association among all Owners on the basis of an equal share for each Lot, after first paying from the share of each Owner the amount of any unpaid liens on his Lot, in the order of the priority of such liens.

ARTICLE XII: TERMINATION OF THE PROJECT

Section 1. Termination of the Project. At a meeting called for such purpose and attended by all Owners, the Owners by affirmative vote of one hundred percent (100%) percent of the Owners, may elect to terminate the legal status of the Project and sell the Common Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved the Board shall give written notice of such action to all First Mortgagees, In-

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sureties and Guarantors entitled to notice under Article IX of this Declaration. Such action shall be binding upon all Owners, and it shall thereupon become the duty of every Owner to execute and deliver such instruments and to perform all acts in manner and form as may be necessary to effect such termination and sale. The Association shall represent the Owners in any negotiations, settlements and agreements in connection with termination of the Project and sale of the Common Property and any proceeds obtained therefrom shall be first used to pay all expenses and outstanding obligations of the Association and the remainder, if any, shall be divided among all Owners on the basis of an equal share for each Lot.

ARTICLE XIII: OPERATION

Section 1. Operation. The provisions of this Declaration are self-executing and will run with the land and be binding upon all persons having any right, title, or interest therein, or any part, their respective heirs, successors, and assigns.

ARTICLE XIV: GENERAL PROVISIONS

Section 1. Enforcement. Unless expressly provided otherwise, the Association, or any Homeowner, has the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules, and regulations now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If the Association or any person entitled to enforce any of the provisions of this Declaration is the prevailing party in any litigation involving this Declaration, or any rule or regulation, such party may recover from the losing party all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Association is the losing party against any Homeowner, such costs and expenses, including reasonable attorneys' fees, payable to the prevailing party and those incurred by the Association itself, may be assessed against such Homeowner's Lot, as provided in Article VIII. Failure by the Association or by any Homeowner to enforce any covenant, restriction, rule, or regulation will not constitute a waiver of the right to do so at any time.

Section 2. Amendment. Developer may amend this Declaration by an instrument executed with the formalities of a deed without the approval or joinder of any other party at any time prior to two (2) years after the date on which Developer shall have conveyed ninety percent (90%) of the Lots on the Property. Two (2) years after Developer shall have conveyed ninety percent (90%) of the Lots on the Property, this Declaration may be amended, rescinded, or terminated: (1) on or before January 1, 2004, by an instrument executed by the Association with the formalities from ninety percent (90%) of all Homeowners; and, (11) thereafter by an instrument so executed by the Association and signed by not less than seventy percent (70%) of all Homeowners. No amendment is effective until recorded; and the Association's proper execution will entitle it to public record, notwithstanding the informal execution by the requisite percentage of Homeowners. Notwithstanding the foregoing, no instrument of amendment, rescission or termination shall be effective while there are Class B memberships unless 100% of the Class B members shall approve and join in such instrument. For purposes of this Section, a Lot shall be considered conveyed when the deed is duly recorded.

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Section 3. Special Amendment. Anything herein to the contrary notwithstanding, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends the Declaration and any provision therein (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Units, (iii) to correct clerical or typographical errors in this Declaration, (iv) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations, or (v) to minimize any federal or state income tax liability of the Civic Association. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Homeowner and the Civic Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate on December 31, 1991.

Section 4. Rights of Mortgagees. Any Mortgagee has the following rights:

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

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

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

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

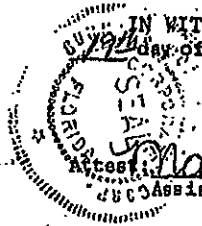
By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable annual fee that the Association from time to time may establish for the purpose of defraying its costs, any Mortgagee also is entitled to receive any notice that it required to be given to the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

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Section 5. Severability. Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which shall remain in full force and effect; provided, however, any Court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in this Declaration, when necessary to avoid a finding of invalidity while effectuating Owner's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Project.

Section 6. Joinder. Should title to any Lot of the Project have been conveyed by Owner prior to the recording of this Declaration, such owners of Lots by their signature to a Joinder shall be deemed to have joined with the Owner in the recording of this Declaration and shall have subordinated their right, title and interest in the Lot to the terms hereof and declare that their property shall be subject to this Declaration as fully as if title had been taken by them subsequent to the recording hereof.

IN WITNESS WHEREOF, Developer has duly executed this instrument on the 19th day of September, 1986.



(SEAL)

Mary E. Guajardo
Assistant Secretary

SUNMARK COMMUNITIES CORP.

By: Thomas J. Danahy
Title: Executive VP

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 19th day of September, 1986, by Thomas J. Danahy and Mary E. Guajardo as Executive Vice President and Secretary respectively of SUNMARK COMMUNITIES CORP., on behalf of the corporation.

WITNESS my hand and official seal on the day and year first above written.

(Notarial Seal)

Brenda K. Hartzog
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES NOV. 5, 1989
BONDED THRU GENERAL INS. USD.

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EXHIBIT "A"

DESCRIPTION: A parcel of land lying in the West 1/2 of Section 18, Township 32 South, Range 20 East and in the East 1/2 of Section 13, Township 32 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

From the Northeast corner of said Section 13, run thence $S.01^{\circ}53'58''E.$, 1090.46 feet along the East boundary of said Section 13 to a point on the centerline of South Pebble Beach Boulevard as recorded in Plat Book 57, Page 54, Public Records of Hillsborough County, Florida; thence along said centerline, $S.25^{\circ}00'00''W.$, 397.11 feet; thence $S.65^{\circ}00'00''E.$, 50.00 feet to a point on the Easterly right-of-way line of said South Pebble Beach Boulevard, said point also being the Point of Beginning; thence along the South boundary of Sun City Golf Course, $S.64^{\circ}34'00''E.$, 1050.00 feet; thence $S.31^{\circ}08'48''E.$, 357.00 feet; thence $S.69^{\circ}08'48''E.$, 244.26 feet to a point on a curve; thence Southwesterly, 374.57 feet along the arc of a curve to the right having a radius of 1970.00 feet and a central angle of $10^{\circ}53'39''$, (chord bearing $S.41^{\circ}34'22''W.$, 374.01 feet) to a point of compound curvature; thence Northwesterly 39.91 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of $91^{\circ}28'23''$, (chord bearing $N.87^{\circ}14'38''W.$, 35.81 feet); thence $S.48^{\circ}29'34''W.$, 50.00 feet; thence $N.41^{\circ}30'26''W.$, 232.93 feet to a point of curvature; thence Northwesterly, 150.92 feet along the arc of a curve to the left having a radius of 375.00 feet and a central angle of $23^{\circ}03'34''$, (chord bearing $N.53^{\circ}02'13''W.$, 149.91 feet) to a point of tangency; thence $N.64^{\circ}34'00''W.$, 899.99 feet to a point of curvature; thence Northwesterly, 103.21 feet along the arc of a curve to the left having a radius of 675.00 feet and a central angle of $08^{\circ}45'40''$, (chord bearing $N.68^{\circ}56'50''W.$, 103.11 feet) to a point of tangency; thence $N.73^{\circ}19'40''W.$, 17.83 feet to a point of curvature; thence Southwesterly 39.92 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of $91^{\circ}29'19''$, (chord bearing $S.60^{\circ}55'41''W.$, 35.81 feet) to a point on the aforesaid Easterly right-of-way line of South Pebble Beach Boulevard; thence along said Easterly right-of-way line, Northeasterly 334.08 feet along the arc of a curve to the right having a radius of 1950.00 feet and a central angle of $09^{\circ}48'58''$, (chord bearing $N.20^{\circ}05'31''E.$, 333.67 feet) to a point of tangency; thence $N.25^{\circ}00'00''E.$, 182.53 feet to the Point of Beginning.

Containing 15.86 acres, more or less