

PREPARED BY AND TO BE RETURNED TO:
Robert S. Freedman, Esquire
Carlton, Fields, Ward, Emmanuel,
Smith & Cutler, P.A.
Post Office Box 3239
Tampa, Florida 33601-3239

37
BT

OFF. REC. 7681061391

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
ROYAL DOULTON ESTATES**

Table of Contents

**RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY**

Article I: Definitions and Construction -1-

Article II: Property Subject to This Declaration -4-

Article III: Property Rights, Easements and Restrictions -4-

Article IV: Architectural, Maintenance and Use Restrictions -11-

Article V: Membership and Voting Rights -14-

Article VI: Rights and Obligations of the Association -15-

Article VII: Maintenance of Units and Lots and Improvements and
Landscaping Thereon -19-

Article VIII: Covenant for Assessments -19-

Article IX: Membership in Community Association -23-

Article X: Miscellaneous Provisions Respecting Mortgages -26-

Article XI: Damage, Destruction, Condemnation and Restoration of
Improvements -29-

Article XII: Termination of the Project -30-

Article XIII: Operation -30-

Article XIV: General Provisions -30-

1995 MAR -1 AM 11: 58

95044239

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR ROYAL DOULTON ESTATES ("Declaration" as defined hereinafter) is made by **FLORIDA DESIGN COMMUNITIES, INC.**, a Delaware corporation, formerly known as Sun City Center Corp., and its successors, assigns and designees.

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon an exclusive residential community known as Royal Doulton Estates (hereinafter 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, and to provide for the maintenance of common areas and other community facilities and certain exterior maintenance on Lots as defined hereinafter, and, to this end, desires to subject the real property described in Article II of this Declaration 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 Homeowner 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 incorporated or will incorporate under the laws of the State of Florida, as a corporation not for profit, **ROYAL DOULTON ESTATES PROPERTY OWNERS' ASSOCIATION, INC.**, for the purpose of exercising the functions aforesaid within the Project;

NOW, THEREFORE, Developer declares that the real property described in Article II of this Declaration is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes collectively 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:

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

Section 2. "Association" means Royal Doulton Estates Property Owners' Association, Inc., a Florida corporation not for profit, organized or to be organized under Chapter 617, Florida Statutes.

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 and assigns, as from time to time may be amended.

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

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

Section 7. "Committee" means the Architectural Control Committee established pursuant to Article IV of this Declaration.

Section 8. "Common Property" or "Common Properties" mean any portion or portions of the Property now or hereafter owned by the Association or designated herein or on the plat of the Property recorded in the public records of Hillsborough County, Florida, as from time to time may be amended ("Plat"), as either Common Property or property to be maintained by the Association (whether or not such property is part of a dedicated right-of-way or easement). "Common Property" shall include (a) any landscaping in any median or cul-de-sac island located in any right-of-way as shown on the Plat (whether or not these areas are indicated as common areas), and (b) any lake areas for which the Association has maintenance responsibility and for which the costs thereof shall be shared by the Homeowners and certain owners of adjacent real property pursuant to separate agreement.

Section 9. "Declaration" means this Declaration, as from time to time amended.

Section 10. "Developer" means Florida Design Communities, Inc., a Delaware corporation, formerly known as Sun City Center Corp., and its successors, assigns and designees.

Section 11. "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 12. "First Mortgage" means a valid Mortgage (as defined hereinafter) having priority over all other mortgages on the same property.

Section 13. "First Mortgagee" means the holder of a recorded First Mortgage encumbering a Lot and the Unit thereon, if any.

Section 14. "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 15. "Lot" means each numbered lot as established by the recorded Plat of the Property.

Section 16. "Mortgage" means any valid instrument transferring any interest in real property as security for the performance of an obligation.

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

Section 18. "Property" means the real property described in Article II of this Declaration.

Section 19. "Resident" means a permanent occupant of a Unit.

Section 20. "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 constructed by the Developer upon the Property.

Section 21. "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 22. The term "Article" and the term "paragraph" where used throughout this Declaration shall mean the same, unless the context requires otherwise.

Section 23. The term "Section" where used throughout this Declaration shall refer to that portion of the Article indicated, unless the context requires otherwise.

Unless the context expressly requires otherwise: (i) the use of the singular includes the plural and vice versa; (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 thereof, 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.

Article II: Property Subject to This Declaration

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 the metes 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 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 and 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 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 sub-section (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 dedication 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 with respect to the use of the Common Properties in addition to those set forth herein; and

(v) that portion of any driveway falling within the Common Properties which is contiguous to and serves one or more Lots shall, 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 restrictive covenants are easements and covenants running with the land and are binding upon all Homeowners, Residents, and other occupants, 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 a Homeowner 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-five (55) years of age or older (hereinafter referred to as the "Project Age Restriction"); provided, however, that upon written petition, the Board of Directors may grant a waiver of this restriction only to persons at least fifty (50) years of age (based upon birthdate) but no greater than fifty-five (55) years of age (based upon birthdate) if at least one (1) person fifty (50) years of age or older will occupy the Unit that is the subject of the petition and the result of such waiver would result in at least eighty percent (80%) of all the Units in the Project being occupied by persons fifty-five (55) years of age or older. The Board of Directors may grant such waiver for a limited time period and upon such terms and conditions as deemed necessary by the Board of Directors to protect the retirement character of the Project. No children under the age of eighteen (18) years of age 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. In addition to the foregoing Project Age Restriction, the

Project as a whole is subject to certain age restrictions as recorded in O.R. Book 4522, Page 860 and amended in O.R. Book 4844, Page 1500, and in O.R. Book 6724, Page 1206, all of the public records of Hillsborough County, Florida (hereinafter collectively referred to as the "Community Age Restriction").

(iii) No noxious or offensive activity shall be conducted 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 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 be maintained 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.

(vi) No individual water supply system or irrigation system (including the installation of pumps related thereto) not connected to the Hillsborough County water supply system shall be permitted on any Lot. No amendment to this paragraph shall be effective without the express prior written consent of Developer.

(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. Prior written 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 boats or boat trailers may be parked upon any sale area, if applicable, within the Project, except trucks and the like may be parked briefly for delivery purposes. No trucks, trailers, campers, 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 for very minor repairs.

(x) The Board of Directors 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 Developer to maintain uniform and centrally located mail boxes throughout the community.

(xii) There shall be no television, radio, or 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 of Developer that no antenna be visible. Any television, radio or other antenna(e) or any satellite dish which is solely contained within the solid walls and roof of the Dwelling shall be permitted without any requirement for approval by Developer or the Committee.

Notwithstanding any provision to the contrary, an Owner shall be entitled to construct, maintain and operate one (1) satellite dish or device, not greater than twenty-four (24) inches in diameter, for the reception of satellite waves or signals ("Dish"), on such Owner's Lot; provided, however, that the Owner must obtain the written approval of Developer (until such time as Developer has conveyed all Lots in the Project to third-parties) or the Committee (following conveyance by Developer of all Lots in the Project to third parties), as the case may be, prior to placing, installing or constructing a Dish on such Lot. An approval for a Dish shall be issued by Developer or the Committee, as the case may be, if the Dish is only minimally visible from any roadway which borders or abuts a Lot. "Minimally visible" as used in this subsection shall mean that the visual impact of a Dish on a Lot shall be minimized by screening with landscaping materials or camouflaged to appear as lawn furniture or the like, or a combination thereof. Considerations of optimal placement of a Dish shall yield to aesthetic considerations and the goal of minimal visual impact. Additional criteria for determining whether or not a Dish is "minimally visible" may also be prescribed by duly-promulgated rules and regulations.

Until such time as Developer has conveyed all Lots in the Project to third parties, Developer shall be solely responsible to promulgate rules and regulations as are reasonably necessary to carry out the provisions and intent of this subsection. Following conveyance by Developer of all Lots in the Project to third parties, the Committee shall be solely responsible to promulgate rules and regulations as are reasonably necessary to carry out the provisions and intent of this subsection.

(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 may not be changed so as to materially affect the surface elevation or grade of the surrounding Lots 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 and converted to other use without the substitution 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 used as a clothesline. Clotheslines are not permitted in any open area but are permitted behind fenced 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 of signs pertaining to house numbering, mailboxes and other such material shall be subject to the approval by the Committee.

The provisions of this subsection shall not apply to 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 Homeowner thereof or to the Homeowner of the Lot containing such pet.

(xx) Each Lot and the Common Property are hereby subjected to a permanent easement appurtenant to any adjoining Lot to permit the use, construction,

existence, maintenance, repair and restoration of structures located on such adjoining Lot, including but not limited to driveways, walkways and roof structures which overhang and encroach upon the servient Lot or Common Property, if any, provided that such structures were constructed by Developer or 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 make full use of such structure for its intended purposes and to maintain, repair and restore any improvements located on the dominant tenement; provided, however, that any such entry made for purposes of maintenance, restoration or repair shall be limited to daylight hours and shall only be made with the prior knowledge of the owner of the servient tenement. In case of emergency, the right of entry for maintenance, restoration or repair 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 Developer notwithstanding any lapse of time since such improvement, material or other obstacle was placed in or over the easement area.

(xxi) Where a Lot abuts any body of water, the Homeowner of such Lot shall be responsible for maintaining all grass areas lying between the water's edge and such Lot. No amendment to this paragraph shall be effective without the express prior written consent of Developer.

(b) Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration will be interpreted, construed, or applied to prevent 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 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 the exterior of 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 Homeowner or occupant for any purpose, except pursuant to court order or other authority conferred by law. Such consent will not be unreasonably withheld or delayed.

(d) Party Wall Easements. Any dividing walls which straddle the boundary line between Lots or which stand partly upon one Lot and partly upon another, and any wall which serves two (2) or more Units, shall at all times be considered party walls, and each of the Homeowners 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 Homeowner of any Lot nor any successor in interest to any such Homeowner 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 Homeowner of any Lot upon which such party wall may rest shall have the obligation to repair or rebuild such wall, and the Homeowner of each Lot upon which such wall shall rest, be served or benefitted by shall pay his allotted 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 Homeowner 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 for neglect 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.

Section 5. Ingress and Egress. Each Homeowner shall have a perpetual unrestricted easement over, across 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.

Section 6. Restrictions on Use of Lakes, Waterways, Wetlands, or Other Bodies of Water. With respect to any lakes, waterways, wetlands or other bodies of water located on the Property, no Homeowner, Resident or any temporary occupant of a Unit shall: (i) disturb, remove, alter or in any way disrupt vegetation thereon; (ii) construct permanent or temporary docks or seawalls; or (iii) connect to any lake, waterway, wetland or other body of water through the use of a well, pump, ditch or other system of any nature for any purpose, including, but not limited to, lawn irrigation, lawn maintenance, water features or for any other use. In addition, no Homeowner, Resident or any temporary occupant of a Unit shall dig a well on any Lot for any purpose, including but not limited to lawn irrigation, lawn maintenance, water features or for any other use. The provisions of this paragraph shall not apply to Developer. No amendment to this paragraph shall be effective without the express prior written consent of Developer.

Section 7. Irrigation Easement. The Association has entered into or shall enter into an agreement for the maintenance and use of a body of water which is located in the vicinity of the Project. Pursuant to such agreement, the Association, in exchange for payment of maintenance and use fees, shall be granted an easement for the installation, maintenance and operation of an irrigation line and pump for the sole purpose of irrigating the landscaping and the grass areas located on the Lots. The Association shall be responsible for augmenting the elevation of the water level in such lake property as shall be required by the owner thereof and as shall be described in such agreement. Such agreement shall be binding upon the Homeowners. No amendment to this Section shall be effective without the express written consent of the owner of such lake property.

Article IV: Architectural, Maintenance and Use Restrictions

Section 1. Enforcement of Restrictions: Developer Exemption. Developer shall have the responsibility of enforcing the restrictions set forth in this Article IV prior to the formation of the Committee, which, upon election as discussed in Section 3 of this Article IV, shall assume and be responsible for enforcement. Notwithstanding anything to the contrary, however, Developer shall be solely responsible for the promulgation of rules and regulations pertaining to the placement and installation of satellite dishes or devices until such time as Developer has conveyed all Lots in the Project to third parties. References in this Article IV to the Committee shall mean Developer until the Committee is elected. The architectural, maintenance and use restrictions contained in this Article IV shall apply to each and every Lot now or hereafter subjected to this Declaration; provided, however, that Developer shall be

exempt from the provisions of this Article IV and shall not be obligated to obtain Committee approval for any construction or change(s) in construction which Developer may elect to make at any time.

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

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

Section 4. Powers of the Committee. The Committee shall have the exclusive power and discretion to control and approve construction, remodeling, or additions to the buildings, Dwellings, structures and other improvements on each Lot in the manner and to the extent set forth 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 ("Plans and Specifications"), showing such information as may be required by the Committee, have been submitted to and approved in writing by the Committee. Acceptance or rejection of Plans and Specifications shall be made by majority vote.

*amended
1999*

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

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

*amended
1st Amendment
1999*

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

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

*Amended
1999*

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

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

*Amended
1999*

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

*amended
1999*

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

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

Article 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 (1) 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 (2) 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 member shall be 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 (1) vote for each Lot owned; however, as provided in the Articles of Incorporation, 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 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) 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; or

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

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

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

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

Section 5. Amplification. The provisions of this Declaration are amplified by the Association's Articles of Incorporation 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 of Incorporation 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 of Incorporation or By-Laws to the contrary. The terms defined in this Declaration shall have same meanings in the Articles of Incorporation and By-Laws, unless otherwise provided.

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.