

Declarations of
Covenants, Conditions,
Restrictions and Easements
For Carrollwood Crossing
Property Owners Association, Inc.

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DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
CARROLLWOOD CROSSING

THIS DECLARATION, is made this 27th day of JULY, 2004, by FIRST TAMPA CARROLLWOOD CROSSING, LLC a Florida limited liability company, hereinafter referred to as "Developer",

RECITALS:

A. Developer is the owner of the hereinafter described land, located in Hillsborough County, Florida:

See Exhibit "A" attached hereto and made a part hereof by reference.

B. Developer desires to create on said lands an exclusive community to be named CARROLLWOOD CROSSING, and desires to establish certain rights and restrictions pertaining to the properties, and to provide for the maintenance of Common Areas, and other community facilities.

C. Developer will incorporate under the laws of the State of Florida as a non-profit corporation, an association to administer and enforce the terms and provisions of this said Declaration, to be named CARROLLWOOD CROSSING PROPERTY OWNERS ASSOCIATION, INC.

D. Developer intends to develop CARROLLWOOD CROSSING as a community of single-family residences.

E. Developer desires to subject CARROLLWOOD CROSSING to the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, Developer hereby declares that The CARROLLWOOD CROSSING Property described on Exhibit "A", platted as CARROLLWOOD CROSSING, Plat Book 101, Pages 54 thru 55, public records of Hillsborough County, Florida, shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with, CARROLLWOOD CROSSING Property and be binding on all parties having any right, title or interest in such property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS AND CONSTRUCTION

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

Section 1. "Association" means CARROLLWOOD CROSSING Property Owners Association, Inc., its successors and assigns.

Section 2. "Board" or "Board of Directors" means the Association's Board of Directors.

Section 3. "City" means the City of Tampa and its departments and agencies.

Section 4. "County" means the County of Hillsborough and its departments and agencies.

Section 5. "Developer" means FIRST TAMPA CARROLLWOOD CROSSING, LLC, a Florida limited liability company, its successors and permitted assigns.

Section 6. "Documentation". The legal documentation for CARROLLWOOD CROSSING consists of this Declaration, all Future Declarations, the Association's Articles of Incorporation, a copy of which is attached hereto as Exhibit "B", the Association's By-Laws, a copy of which is attached hereto as Exhibit "C" and all amendments to any of the foregoing now or hereafter made. Unless the context expressly requires otherwise, the following terms mean as follows wherever used in any of the foregoing, in any corporate resolutions and other instruments of the Association, and in any deeds, mortgages, assignments and other instruments relating to all or any portion of the Property:

(a) "Declaration" means this Declaration and all applicable Future Declarations, as from time to time amended.

(b) "Articles" means the Articles of Incorporation of the Association, and its successors, as from time to time amended.

(c) "By-Laws" means the By-Laws of the Association, and its successors, as from time to time amended.

Section 7. "First Mortgagee" shall mean and refer to an Institutional Lender who holds a first mortgage on a Lot and who has notified the Association of its holdings.

Section 8. "Future Declaration" means any declaration hereafter recorded for the purpose of extending the provisions of this Declaration to any lands other than the Property, and shall include within its definition any amendment(s) to this Declaration.

Section 9. "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Lot, commercial property, membership recreational facilities or a residential Dwelling, which owner and holder of said mortgage shall be any federally or stated chartered bank, insurance company, HUD or VA or FHA approved mortgage lending institution, FNMA, GNMA, recognized pension fund investing in mortgages, and any federally or state chartered savings and loan association or savings bank. FHA shall mean and refer to the Federal Housing Administration. FNMA shall mean and refer to the Federal National Mortgage Association. GNMA shall mean and refer to the Government National Mortgage Association. HUD shall mean and refer to the U.S. Department of Housing and Urban Development. VA shall mean and refer to the Veterans Administration.

Section 10. "Law" includes, without limitation, any statute, ordinance, rule, regulation or order validly created, promulgated or adopted by the United States, or any agency, officer, or instrumentality thereof, or by the State of Florida, or any agency, officer, municipality or political subdivision thereof, or by any officer, agency or instrumentality of such municipality or subdivision, in effect as of the date of recordation of this Declaration.

Section 11. "Lot" means any plot of ground shown on any recorded subdivision plat of the Property, other than the Common Property or other areas dedicated to public use, or streets or other property owned by the Association.

Section 12. "Mortgage" means any mortgage, deed of trust, or other instrument transferring any interest in a Lot as security for performance of an obligation. "First Mortgage" means any Mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property. "Mortgagee" means any person named as the obligee under any Mortgage, or the successor in interest to such person.

Section 13. "Common Property" shall mean all real property, including improvements thereto, owned or installed by the Association, the Developer, or its assigns, for the use and benefit of the Owners or the Association, or areas of easement held in favor of the Association or administered thereto by the Association for the common use and enjoyment of the members of the Association. The Common Property may include streetlights and sidewalks, entrance and security gates, entrance signage, street and traffic signage, emergency access and gate,

landscaping and irrigation, street trees, tree wells, retaining walls on common tracts and separating individual Lots, conservation areas and buffers, stormwater collection and conveyance facilities, streets, parking areas, walls or fencing, walkways and parking areas, landscaped areas outside the lots, swimming pool(s), cabanas, playground(s), community structures, etc., if the same are constructed, and any and all lakes, ponds, wetlands, conservation areas, or retention areas contained in the Property.

Section 14. "Owner" means the record Owner, whether one or more persons, of the fee simple title to any Lot, including contract sellers, but excluding any other person holding such fee simple title merely as security for the performance of an obligation.

Section 15. "Person" means any natural person or artificial legal entity, unless the context expressly requires otherwise.

Section 16. "Plat" means the recorded plat of CARROLLWOOD CROSSING, per Plat Book 101, Pages 54 thru 55, public records of Hillsborough County, Florida.

Section 17. "Property" means the real property that is subject to this Declaration, as described herein and such additional lands to which this Declaration may be extended from time to time as provided herein.

Section 18. "Recorded" means filed for record in the public records of Hillsborough County, Florida.

Section 19. "Stormwater Management Systems" means the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other service water or stormwater management capabilities as permitted by the Southwest Florida Water Management District. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the Southwest Florida Water Management District.

Section 20. "The Work" means the initial construction of improvements, including dwelling units, common area amenities, landscaping and hardscaping upon all or any portion of the Property for a residential community, through completion of construction and the sale and/or leasing thereof by Developer.

Section 21. Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of one gender includes all genders; and the use of the terms "including" or "include" is without limitation. Wherever any time period in this Declaration, the Articles or the By-Laws is measured in days, "days" means consecutive calendar days; and if such time period expires on a Saturday, Sunday or Legal Holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday or Legal Holiday.

Unless the context expressly requires otherwise, the terms "Common Property", "Lot", and "Property" include any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability and desirability of the Property as a residential community by providing a common plan for the development and enjoyment thereof. The headings used in this Declaration or any other document described in the preceding Sections of this Article are for indexing purposes only and are not to be used to interpret, construe or apply its substantive provisions.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner has a nonexclusive right and easement of enjoyment in and to the Common Property that is appurtenant to, and shall pass with, the title to every Lot, subject to the following:

(a) Suspension: Fines. Subject to notice and hearing as may be required by law, the Association's right: (i) to suspend any Owner's right to use the Common Property and [other than private streets] any such recreational or other facilities for a period not to exceed sixty (60) days for any infraction of the Association's rules and regulations; and (ii) to fine an Owner, tenant, guest or invitee of an Owner, not to exceed \$100.00 per violation of this Declaration, the Articles, By-laws or any duly adopted rule of the Association. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000.00 in the aggregate.

(b) Dedication. The Association's right to dedicate, transfer or mortgage all or any part of the Common Property to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by its members. Such dedication, transfer or mortgage shall be approved by the Association, and shall only be to an organization for the continued maintenance of the Common Property and common improvements in accordance with the requirements of the original development approval.

(c) Rules and Regulations. The Association's right to adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Common Property, as hereinafter provided.

(d) Mortgage. Common Property may not be mortgaged or conveyed except upon the consent of at least two-thirds (2/3rds) of the Lot owners, excluding the Developer. This limitation shall not restrict the Developer from granting non-exclusive easements for utilities, ingress, egress or for conservation within the common properties.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment and other rights in the Common Property to: (i) all family or household members of such Owner; or (ii) such Owner's tenants or contract purchasers; and (iii) all family or household members of such tenants or purchasers, provided the foregoing actually reside upon such Owner's Lot. Any delegation to tenants or invitees of any of the foregoing is subject to the Association's rules and regulations.

Section 3. Right of Access and Private Streets. (i) To the extent that any Owner of any Lot lacks legal access to a dedicated public street, such Owner has an easement for pedestrian and vehicular ingress and egress over, across and through the Common Property to a dedicated public street. Such easement is exclusive as to any driveway situated in whole or in part upon the Common Property and servicing such Owner's Lot exclusively, but it otherwise is non-exclusive. The extent of such easement is that reasonably necessary to provide convenient access to such Owner's Lot; and (ii) All streets within the development shall be private streets, owned by the Association as Common Property. Maintenance, replacement and repair shall be a cost or expense of the Association, with easements and rights of use as to said private streets, existing on a non-exclusive basis for all unit owners, their guests, licensees, invitees, and other entities as otherwise set forth in this Declaration. In no event is it intended that such easements shall exist for the benefit of the general public.

Section 4. Rights of Use. Subject to appropriate governmental or regulatory approvals, the Association additionally may assign to any Lot or Lots an exclusive right of use for any postal, refuse storage and collection, and other facilities from time to time maintained by the Association upon the Common Property, for the use of any or all Owners severally. If any such facility is not available for use by all Owners, then all costs of installing, maintaining, repairing, servicing and replacing the same shall be assessed against the Lots granted such exclusive right of use as provided in Article V, Section 6, of this Declaration.

Section 5. Reciprocal Easements. There are reciprocal appurtenant easements between each Lot and such portion or portions of the Common Property adjacent thereto, and between adjacent Lots, for the maintenance, repair and reconstruction of any party wall or walls, as provided in this Declaration; for lateral and subjacent support; for overhanging roofs, eaves and trees, if any, installed by Developer as part of the Work, and for replacements thereof; for encroachments caused by the initial placement, settling or shifting of any improvements constructed, reconstructed or altered therein in accordance with the provisions of this Declaration; and for the drainage of ground and surface waters in the manner established by Developer as part of the Work. To the extent not inconsistent with this Declaration, the general rules of common law apply to the foregoing easements. The extent of such easements for drainage, lateral and subjacent support and overhangs is that reasonably necessary to effectuate their respective purposes; and such easements of encroachment extend to a distance of not more than five feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. There is no easement for overhangs or encroachments caused by

willful or intentional misconduct by any Owner, tenant or the Association.

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

The foregoing permissive easements and encroachments shall not be binding upon any governmental, regulatory or permitting agency.

Section 6. All Rights and Easements Appurtenances. The benefit of all rights and easements granted by this Article, or by any Future Declaration, constitute a permanent appurtenance to, and shall pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive by this Article or by any Future Declaration, its benefit nevertheless is exclusive to all Lots granted such benefit by this Article, or by such Future Declaration, unless this Article, or such Future Declaration expressly grants such benefit to additional Persons. In no event shall the benefit of any such easement extend to the general public.

Section 7. Utility Easements. Developer hereby dedicates those portions of the Common Property where utility facilities may be installed for use by all utilities including water, sewer, stormwater drainage, electricity, telephone and cable television for the construction and maintenance of their respective facilities servicing the Property; and Developer hereby grants to such utilities, jointly and severally, easements for such purpose. The location and extent of such easements is as shown on any recorded subdivision plat of the Property or other Recorded instrument defining the same. In the absence of such express designation, such easements are located and extend seven and one-half (7 1/2) feet on either side of the centerline of each facility respectively installed by each utility within the Common Property as part of the Work prior to the conveyance of such portion of the Common Property by Developer to the Association; however, no portion of the Common Property occupied by any building installed by Developer as part of the Work is included within any easement area. Subsequent to Developer's conveyance, additional easements may be granted by the Association for utility purposes only as provided in Section 1 (c) of this Article. In the event the City of Tampa, Hillsborough County or any utility fails to repair any damage to the Common Property caused by the installation or repair of its facilities, then the Association shall make such repairs.

Section 8. Drainage Easements. Easements for drainage are hereby granted to the Association, as private easements, subject to being dedicated to the public as may be delineated on the Plat. The use of such easements is limited strictly to drainage and utility purposes or both. No rights are granted to the general public with respect to any body of water, natural or artificial, from time to time existing within such easement areas, as all riparian rights in and to such bodies of water are hereby reserved exclusively for the private benefit of the Association and the persons entitled to make such use under the applicable provisions of this Declaration.

Section 9. Use of Lots:

(a) Antennas. No television or radio masts, towers, poles, antennas, aerials or appurtenances shall be erected, constructed, maintained or allowed to remain on any Lot in such a manner as to be visible from the exterior of such Lot if a master television and radio antenna system or cable system is available or becomes available to such Lot; provided, nevertheless, satellite or microwave antennas for television reception having a diameter not greater than eighteen (18) inches are permitted, further provided that they are completely screened from view and cannot be seen from the front of the Lot, and if possible, screened so they are not visible from adjacent Homes, and further provided that they have received the approval of the Architectural Control Committee as to their location prior to such installation. Such antennas are not to be installed on the roof and to the extent approved, may be installed on the building structure itself with any stucco cracking to be the responsibility of the owner, again as shall be approved by the Architectural Control Committee. All antennas not covered by the Federal Communications Commission (FCC) rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

(b) Land Use and Building Type. No Lot shall be used for any purpose other than for residential purposes. No building, structure or improvements shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling not to exceed height as authorized by zoning, governmental approvals or other regulations, applicable to said Lot. All Lots must have a minimum of a two-car garage. Carports are not permitted. Any further additional improvements must be approved in writing by the ACC (hereafter defined) prior to commencement of construction.

(c) Commercial Use/Nuisance Prohibited. No residence or other structure on any Lot shall be used for commercial or business purposes that require the ingress and egress of the general public or excessive deliveries of vendors. Each Owner shall refrain from any act or use of a Lot which could reasonably cause embarrassment, discomfort, annoyance or a nuisance to the neighborhood or any other Owner. No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon

which may be or may become an annoyance or nuisance to the neighborhood. Firearms, fireworks or pyrotechnic devices of any kind or size, and any other similar inherently dangerous activities shall not be pursued or undertaken on any Lot or upon any Common Areas. Nothing shall be done or kept within the Common Areas, or any other portion of the Community, including a Home or Parcel which will increase the rate of insurance to be paid by the Association. No rubbish of any character whatsoever, nor any substance, thing or material shall be kept upon any Lot which would be unsightly, or which will emit foul or noxious odors, or that will cause any loud noise that will or might disturb the peace and quiet of the occupants of any surrounding Property.

(d) Temporary Structures, Outbuildings, Athletic Equipment. No temporary structure such as but not limited to, storage shed, basketball goal (either temporary or permanent type), baseball or tennis pitching machines, nets or batting cages, trampolines, trailer, tent, shack, mobile home, boat or recreational vehicle shall be permitted on any Lot at any time, or used on any Lot at any time as a residence, either temporarily or permanently, except as otherwise expressly authorized herein. With the exception of household barbecue grills containing propane tanks, no gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any residential structures built on the Property or any ancillary buildings, and except for household barbecue grills containing propane tanks, all gas tanks, gas containers and gas cylinders shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground only if enclosed on all sides by landscaping or a decorative wall approved by the Architectural Control Committee hereinafter referred to prior to installation. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from the street in a manner approved in writing by the Architectural Control Committee and shall be approved in writing prior to installation.

(e) Damage to Buildings. In the event a dwelling unit located on a Lot is damaged, through an act of God or other casualty, the Lot Owner upon which the dwelling unit is located shall promptly cause his dwelling unit to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the Association to enforce this provision so that each Lot Owner complies with this responsibility to repair and rebuild. To accomplish the requirements of this Section, each Owner shall insure his dwelling unit at the highest insurable value.

(f) Commercial Trucks, Trailers, Campers and Boats. No trucks in excess of three-quarters (3/4) ton, vehicles containing commercial lettering, vehicles including vans used for commercial purposes, campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot, except only during the periods of approved construction on said Lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services. Non-commercial vans used for personal purposes shall not be prohibited as long

as there is no commercial lettering, logo or equipment contained in or on such vehicle with the exception of City, County or State law enforcement vehicles.

(g) Fences/Walls/Screens. No fence, wall, or other structure shall be erected in the front yard, back yard, or side yard setback areas, except as originally installed by Developer or its assignee, or except any fence approved by the Architectural Control Committee prior to installation. No chain link fencing of any kind shall be permitted. All screening and screened enclosures shall have the prior written approval of the Architectural Control Committee.

(h) Garbage and Trash Disposal. No garbage, refuse, trash, or rubbish shall be deposited on any Lot except in areas designated for such purpose; provided, however, that the requirements from time to time of the applicable City or County for disposal or collection of same shall be complied with. All equipment for storage or disposal of such material, such as but not limited to trash containers or plastic bags, shall be kept in a clean and sanitary condition, and shall be shielded from the view of adjacent properties and streets and always be stored out of public view except after 6:00 p.m. on the evening prior to and on the day of garbage and trash pick-up days including, but not limited to, recycling pick-up items.

(i) Drying Areas. There shall be no outside drying areas for clothing, laundry, or wash so as to be visible outside the Home.

(j) Lawful Conduct. No immoral, improper, offensive or unlawful use shall be made of any Lot or other improvements. All valid Laws shall be strictly observed and any unlawful activities shall be reported to the local law enforcement department when observed.

(k) Window; Air-Conditioners. Within thirty (30) days of purchase, a Lot Owner shall install tasteful drapes, curtains, blinds or other tasteful window treatment. No security bars shall be placed on the windows of any home without the prior written approval of the Architectural Control Committee. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the Architectural Control Committee. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the Architectural Control Committee. The Lot Owner is responsible for caulking or re-caulking all windows to insure water tightness. The Lot Owner is also responsible for the maintenance of window treatments, such as but not limited to, tasteful drapes, curtains or window blinds. As used herein, the term "Window Treatment" is limited to traditional window coverings, and excludes, without limitation, sheets, toweling, newspaper, aluminum foil, cardboard or other similar temporary covering. A Lot Owner may not install window, or through-the-wall, or on the roof, air-conditioning unit(s) or exhaust fan or any other type of fan at any time without the written approval of the Architectural Control Committee, which approval can be

(r) Holiday Lights and Other Lighting. Holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted and approved in writing by the Architectural Control Committee prior to installation. The installation period shall commence on the Thanksgiving Holiday and shall end no later than January 15th of the following year. The ACC may establish standards for holiday lights and the ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home(s)).

(s) Garages. When each Home has its own garage, no garage shall be converted into a general living area unless specifically approved in writing by the Architectural Control Committee. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

(t) Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Developer, administrative offices of Developer or Builders, no commercial or business activity shall be conducted in any Home or upon any of the Common Areas within the Community. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees customers, and clients shall not be permitted to meet with Owners in homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within the Community. No solicitors of a commercial nature shall be allowed within the Community, without the prior written consent of the Association. No day care center or facility may be operated out of a Home.

(u) Minor's Use of Facilities. Parents or Guardians shall be responsible for all actions of their minor children at all times in and about the Community including, but not limited to Common Areas. Developer and Association shall not be responsible for any use of the Association facilities or Common Areas by anyone, including minors.

(v) Roadways. The Community will contain private roads.

Section 10. Animals. No animals, livestock or poultry shall be raised, bred or kept anywhere within the Property, except a maximum of two (2) dogs and a maximum of two (2) cats. Other customary household pets may be kept on Lots subject to rules and regulations adopted by the Association and as permitted by County ordinances, provided such animals are not kept, bred or maintained for any commercial purpose. The first Owner of a Lot may keep any domesticated dogs exceeding the maximum of two (2) dogs which he/she may own at the time of purchase; however, the maximum quantity of any pre-owned dogs is three (3) and a cat is two (2) and replacement of any such dog or cat and any subsequently owned dogs or cats shall be limited in number as two (2) dogs and two (2) cats. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall

granted or withheld in its reasonable discretion.

(l) Violations. In the event of a violation of these covenants and restrictions, or of any rule properly promulgated by the Board of Directors of the Association, the Association may, as an additional remedy, provide written notice of the violation to the Owner of record and, if the said violation shall continue for a period of seven (7) days from the receipt of the written notice, subject to notice and hearing as required by law, the Owner may be assessed an amount up to One Hundred Dollars (\$100.00) per violation or the maximum amount allowed by law, if such amount is greater. This assessment shall be considered the same as specific assessments and may be enforced in the same manner, including filing and foreclosure of lien on the Property by the Association.

(m) Mailboxes. The Board of Directors, from time to time may regulate the type, or location, of individual mailboxes. To the extent there are individual mailboxes, the costs of installation, maintenance, repair and replacement shall be that of the individual Owner using the mailbox. In the event the Developer or the Association shall ever create mailbox facilities that are consolidated, and serving multiple Owners, then in such event the cost of installation, maintenance, repair and replacement shall be that of the Association.

(n) Wells and Septic Tanks. Except as may be installed by Developer and except for irrigation wells which may be installed by the Developer, no individual wells will be permitted on any Lot and no individual septic tanks will be permitted on any Lot.

(o) Swimming and Boating. Swimming will not be permitted in any waterbody within the common areas of the Association. No boating (including but not limited to canoes, kayaks, jet skis, gas or electric boats, or sailboats) on the lakes and waterbodies within the common areas of the Association is permitted.

(p) Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the Architectural Control Committee. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season. Any such approved hurricane shutters may be installed or utilized up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event.

(q) Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Home or Lot, unless approved in writing by the Architectural Control Committee.

be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within a yard of a Home which contains an invisible fence in the front of the lot and/or other type of fencing in the rear of the lot. No pet or animal shall be "tied out" on the exterior of the Home Lot or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home Lot. All pets shall defecate only on the Owner's Home Lot or a designated dog walk area. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of his/her pet.

Section 11. Parking Rights, Vehicle Repairs. There shall be no parking on any grass or landscaped area, sidewalks, Common Property, or any portion of a Lot other than the driveways and garages constructed for such purpose. No vehicles, of any type, shall be allowed to be parked in the street overnight. No motor vehicle, motor home, boat or other equipment shall be parked, repaired, serviced, painted, dismantled, rebuilt, or constructed upon the Property, unless such activities are conducted within an enclosed garage and are completely screened from view. No vehicles displaying commercial advertising shall be parked within the public view and no vehicles bearing a "for sale" sign shall be parked within the public view anywhere within the property. For any Owner who drives an automobile issued by the County or other governmental entity, such as but not limited to police cars, such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Home. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation or repair by Developer or Builders of Homes, Common Areas, or any other Association facility. While the Developer still owns Lots for sale, or under construction on the Property, Developer shall have the right to set aside areas for its exclusive use on the Property for business and customer parking.

Section 12. General Restrictions. Except as expressly provided in this Declaration or with the Association's prior written consent or in accordance with the Association's rules and regulations:

(a) Obstructions. There shall be no obstruction of the Common Property nor shall anything be kept or stored on the Common Property.

(b) Alterations. Nothing shall be altered on, constructed upon, or removed from the Common Property.

(c) Activities. No activity shall be permitted in or upon the Common Property.

(d) Signs and Flags. Subject to the Association's right to reasonably approve the form or type of signage, an Owner may install a single Lot "For Sale" sign, not to exceed 2' x 2', indicating that the property is for sale or for lease, but no other signs of any kind, or pendants, flags, or other commercial displays shall be displayed to the public view

within the Property except those as may be allowed upon application to and approval of the Architectural Control Committee, or used by the Developer incident to development and sales. Notwithstanding the foregoing, any Owner may display one portable, removable United States flag in a respectful manner, consistent with Title 36 U.S.C. Chapter without prior written ACC approval and further upon condition that the United States flag is well maintained at all times. Decorative flags which are not larger than 24" x 36", attached to a Home and displayed for the purpose of a holiday, shall be permitted without prior written ACC approval as long as the decorative flag is removed no more than seven (7) days after the specific holiday for which it was displayed. Any other decorative flag must have written ACC approval prior to installation.

(e) Waterbodies. The Board of Directors from time to time may regulate and/or prohibit any and all uses and activities in, upon and about any waterbody situated in whole or in part on the Common Property.

(f) Completion and Sale of Property. No person or entity shall interfere with the completion and sale of Homes within the Community. Without limiting the foregoing, each Owner, by acceptance of a deed, agrees that picketing and posting negative signs is strictly prohibited.

Section 13. General Prohibitions and Indemnity. No activity is permitted, nor shall any object or substance be kept, stored or emitted, anywhere within the Property in violation of law. No noxious, destructive or offensive activity is permitted anywhere within the Property, nor shall anything be done therein that may constitute an annoyance or nuisance to any Owner or to any other Person at any time lawfully residing within the Property. Each Owner shall defend, indemnify and hold the Association and all other Owners harmless against all loss from any such damage or waste caused by such Owner, or by any family or household member residing on such Owner's Lot. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of any unintentional act or omission for which such Owner is responsible under this Section. The indemnification provisions of this Section shall in no way be construed to make an Owner an insurer of the Association or the Common Property. The Association shall be responsible for insuring itself and the Common Property all in accordance with this Declaration.

Section 14. Rules and Regulations. No Owner or other Person residing within the Property or invitees shall violate the Association's rules and regulations for the use of the Lots or the Common Property, and all Owners and other Persons residing within the Property, and their invitees, at all times shall do all things reasonably necessary to comply with the same. Wherever any provision of this Declaration, or any Future Declaration, prohibits any activity, condition or structure within the Property except as permitted by the Association's rules and regulations, such restriction or prohibition is self-executing until the Association promulgates rules and regulations expressly permitting such activities. Without limitation, any rule or regulation shall be deemed "promulgated" when posted conspicuously at such convenient location within the Property as the

Association from time to time may designate for such purpose.

Section 15. Ownership Rights Limited to those Enumerated. No transfer of title to any Lot shall pass any rights in and to the Common Property except as expressly enumerated in this Declaration or any applicable Future Declaration. No provision in any deed or other instrument of conveyance of any interest in any Lot shall be construed as passing any such right, title and interest except as expressly provided in this Declaration or applicable Future Declaration. The conveyance of the Common Property to the Association shall vest in the Association exclusively all riparian rights in and to any stream, pond, lake or other waterbody situated thereon, in whole or in part, notwithstanding the fact that any Lot is shown or described as abutting the same. Such conveyance additionally shall vest in the Association the underlying fee simple title or right of reverter, as the case may be, to any street, utility easement or other area dedicated to public use and situated upon, or abutting, the Common Property, notwithstanding the fact that any Lot also is shown or described as abutting the same.

Section 16. Provisions Inoperative as to the Work. Nothing contained in this Declaration shall be interpreted, construed or applied to prevent Developer, its transferees, 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, or its transferees, whatever they determine to be reasonably necessary or convenient to complete the Work, including:

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

(b) Conducting thereon its or their business of completing the Work, establishing the Property as a residential community, and disposing of the same in parcels by sale, lease or otherwise; or

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

As used in this Section, the term "its transferees" specifically does not include purchasers of Lots improved as completed residences. Developer hereby reserves temporary easements over, across and through the Common Property for all uses and activities necessary or convenient for completing the Work, such easements to be exercised so as not to cause any material damage to the Common Property, or to interfere unreasonably with any use of the Common Property, from time to time authorized by the Association. Such easements shall continue so long as Developer prosecutes the Work with due diligence and until Developer no longer offers any Lot within the Property for sale or lease in the ordinary course of Developer's business.

Section 17. Access by Certain Parties. The United States Postal Service, the Association,

and all other public and quasi-public agencies and utilities furnishing any service to the Association or to any Lot within the Property, are hereby granted a non-exclusive easement of vehicular and pedestrian ingress and egress for the purpose of providing such service in a reasonable manner over, across and through such portions of the Common Property that from time to time are improved or maintained for such purpose. Every public or private agency furnishing police, security, fire, ambulance and other emergency services and any public or private agency furnishing trash and/or garbage removal services to any Lot within the Property, or to any Person within the Property, is hereby granted a non-exclusive easement for pedestrian and vehicular ingress and egress over, across and through the Common Property to the extent reasonably necessary to provide such service, and shall include the right of access by meter readers, utility personnel and inspection officers.

Section 18. Access by Association. The Association has a right of entry onto the exterior of each Lot to the extent reasonably necessary to discharge its duties of exterior maintenance, if any, and into the interior of each Lot for the purpose of servicing the utility easements described in Article II, Section 7(b), or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by this Declaration. Such right of entry shall be exercised in a reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into any improvement upon any Lot shall not be made without the consent of its Owner or occupant for any purpose, except pursuant to Court order or other authority granted by law. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees and contractors. The Developer also hereby reserves the same rights of access afforded the Association hereunder, including without limitation, a right of entry over the roads, common property, and over the surface areas of the individual Lots, after Developer has transferred control of the Association, to allow it to inspect, to do work, or to complete performance of any obligations hereunder, or those made by contract or otherwise affecting the Property.

Section 19. Enforcement. All of the restrictions contained herein shall be enforceable by specific performance and injunctive relief. Additionally, any commercial, recreational or other vehicle parked, stored, repaired, serviced, painted, dismantled, rebuilt, constructed or operated in violation of the restrictions provided in this Declaration or in violation of any reasonable rules and regulations adopted by the Association from time to time may be towed away or otherwise removed by or at the request of the Association, and the Owner of the Lot to whom such vehicle belongs or to whom the operation of such vehicle is a family member, guest or invitee shall reimburse the Association for any costs incurred by the Association and the Association shall have a lien right against such Lot to enforce collection of such reimbursement. Any cost or expense not incurred by, or the responsibility of, the Association but necessary to recover of the towed or removed vehicle shall be borne sole by the Owner or the operator of the towed or removed vehicle.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot is a member of the Association. If title to a Lot is held by more than one Person, each such Person is a member. An Owner 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 record conveyance of title to that Lot. No Person other than an Owner may be a member of the Association, and a membership in the Association may not be transferred except by the transfer of title to a Lot; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

Section 2. Voting. The Association has two (2) classes of membership, Class "A" Members and Class "B" Members, as follows:

(a) Class "A." Class A Members shall be all Owners with the exception of the Class "B" Member, if any. Class "A" Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership under Section 1 hereof; provided, however, there shall be only one (1) vote per Lot. In any situation where a Person is entitled personally to exercise the vote for his Lot and more than one (1) Person holds the interest in such Lot required for membership, the vote for such Lot shall be exercised as those Persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it.

(b) Class "B." The Class "B" Member shall be the Developer, its successors or assigns. The Class "B" Member shall have three (3) votes for each Lot which it owns until the end of the Class "B" Control Period, as hereafter defined. Thereafter, the Class "B" Member shall have one (1) vote for each Lot which it owns. Other rights of the Class "B" Member, including the right to approve actions taken under this Declaration and the By-Laws, are specified elsewhere herein and the By-Laws. The Class "B" Member shall be entitled to appoint a majority of the members of the Board of Directors during the Class "B" Control Period, as hereafter defined; provided, however, in the event the Class "B" Member fails to exercise this power within thirty (30) days after a vacancy occurs on the Board for which the Class "B" Member would be entitled to appoint a successor, the Class "B" Member shall be deemed to have waived its right to appoint such a successor. In such case, the voting members representing the Class "A" Members may act to call a special meeting of the Association (in accordance with Article III of the By-Laws) for the purpose of electing a successor to serve the remainder of the unexpired term of the vacating director. Thereafter, the voting members representing the Class "A" Members shall be entitled to elect a successor to the director who filled the vacancy in accordance with the By-Laws in addition to those directors the voting members may be entitled to elect under the By-Laws.

Section 3. Definition of Class "B" Control Period. The Class "B" Control Period shall commence with the execution of this Declaration by Developer and expire upon the first to occur of the following:

(a) Three (3) months after ninety (90%) percent of the Lots in all phases that will ultimately be operated by the Association have been conveyed to Owners other than the Developer, any builders, contractors or other parties who purchased a Lot for the purpose of constructing improvements thereon for resale;

(b) Seven (7) years after the date this Declaration is recorded in the public records of the county where the property is located; or

(c) When, in its discretion, the Class "B" Member so determines.

Section 4. Amplification. The provisions of this Declaration are amplified by the Association's Articles of Incorporation and By-Laws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Declaration or any Future Declaration. Developer intends that the provisions of this Declaration on the one hand, and the Articles of Incorporation and By-Laws on the other, be interpreted, construed and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Developer intends that the provisions of this Declaration or any Future Declaration control anything in the Articles of Incorporation or By-Laws to the contrary.

ARTICLE IV RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Property. Subject to the rights of Owners set forth in this Declaration and any Future Declaration, the Association has exclusive management and control of the Common Property and all improvements thereon and all furnishings, equipment and other personal property related thereto. The Association shall keep the foregoing in good, clean, substantial, attractive, sanitary and serviceable condition, order and repair. The Association's duties with respect to the Common Property include the management, operation, maintenance, repair, servicing, replacement and renewal of all improvements, equipment and personal property installed thereon by Developer as part of the Work. The Association's duties also include the duty to repair under the circumstances outlined in this Article. Common Property shall specifically include:

- Streets and sidewalks
- Entrance and perimeter walls and fencing
- Street traffic and signage

- Entrance features, signage, irrigation and landscaping on common areas
- Retention areas, and all stormwater conveyance, control structures and collection facilities
- Conservation areas and buffers in accordance with the conditions and restrictions of the applicable County
- Street lights
- Any retaining walls surrounding the development.

The Association shall not dissolve or dispose of any common open space or improvements except to an organization concerned or designed for the continued maintenance in accordance with the requirements of the original development approval.

Section 2. Lot Maintenance:

- (a) All Owners shall mow and maintain Lots, including but not limited to, utility easements immediately adjacent to the specific Lot so as not to detract from value of surrounding area.
- (b) All Lots together with the exterior of all improvements (if any) located thereon, shall be maintained in a neat and attractive condition by the respective Owners. Such maintenance shall include, but not be limited to painting, repairing, replacing, and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, turf, walks and other exterior improvements.
- (c) In the event the Owner shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Association, after approval by a majority vote of its Board of Directors, following notice to the affected Owner and a hearing as required by law, to fine the Owner, to suspend rights as authorized by law, or the Association shall have the right, through its agents and employees, to enter upon said Lot and the exterior of the buildings and any other improvements erected thereon and perform such maintenance as approved by the Board. The cost of such exterior maintenance shall be added to and become part of an assessment to which such lot is subject and Owner shall be personally liable to the Association for the costs of such maintenance, and the costs, until paid, shall be a permanent charge and lien upon such lot. Entry to perform maintenance shall be only between the hours of 8:00 a.m. and 6:00 p.m. on any day except Sunday. Such entry as herein provided shall not be a trespass, nor shall the Association be liable for doing anything reasonably necessary or appropriate in connection with carrying out these provisions.

Section 3. Services. The Association may obtain and pay for the services of any person to manage its affairs to the extent it deems advisable, as well as such other personnel as the Association determines are necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any person

with whom it contracts. Without limitation, the Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration, any Future Declaration, or its Articles, By-Laws, rules and regulations. The Association may contract with others to furnish lawn care, Common Property maintenance, and any other services or materials, or both, to all Lots, or to any group of Lots; provided, however, if such services or materials, or both, are furnished to less than all Lots, then:

(i) only those Lots enjoying the benefit thereof shall be assessed for the cost thereof, as provided in this Declaration; and

(ii) provided further, each such Owners consent shall be required.

Section 4. Personal Property. The Association may acquire, hold and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Association's By-Laws.

Section 5. Rules and Regulations. The Association from time to time may adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Lots, the Common Property, or any combination thereof, which rules and regulations shall be consistent with the rights and duties established by this Declaration, and any applicable Future Declaration. The validity of the Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community. All rules and regulations initially may be promulgated by the Board of Directors, subject to amendment or rescission by a majority of both classes of membership present and voting at any regular or special meeting convened for such purposes. The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of such Owners choosing.

Section 6. Implied Rights. The Association may exercise any other right, power or privilege given to it expressly by this Declaration, any Future Declaration, its Articles or By-Laws, and every other right, power or privilege reasonably to be implied from the existence of any right, power or privilege so granted or reasonably necessary to effectuate the exercise of any right, power or privilege so granted.

Section 7. Restriction on Capital Improvements. Except for replacement or repair of items installed by Developer as part of the Work, and except for personal property related to the Common Property, the Association may not authorize capital improvements to the Common Property without Developer's consent until termination of the Class "B" Control Period as described in Article III. At all times hereafter, all capital improvements to the Common Property, except for replacement or repair of those items installed by Developer as part of the Work and except for personal property related to the Common Property shall be approved by eighty (80%) percent of each class of members who are present in person or by proxy and voting at a meeting

either party may, at any time after filing in a court of competent jurisdiction, the same will be submitted to the court for an order for mediation or arbitration as the court shall determine.

Section 9. Surface Water/Stormwater Management System.

(a) The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the Southwest Florida Water Management District Permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. Maintenance of the surface water or stormwater management system(s) shall mean exercise of practices which allow the systems to provide drainage, water storage, treatment, conveyance or other surface water or stormwater management capabilities as permitted by the Southwest Florida Water Management District. The Association shall be responsible for such maintenance and operation of the surface water management system facilities, including all inlets, ditches, sales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas. The Association may contract for services to provide for operation and maintenance of the surface water management system facilities if the Association contemplates employing maintenance company. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved by the Southwest Florida Water Management District.

(b) No structure of any kind shall be constructed or erected within, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas or the surface Water/Stormwater Management System, nor shall any grading, alteration, or other modifications to these areas be made without the prior written permission of the Association, any governmental entity having jurisdiction and the Southwest Florida Water Management District.

(c) No Owner shall in any way deny or prevent ingress and egress by the Developer, the Association, the City, County, or the Southwest Florida Water Management District to any drainage areas or the Surface Water/Stormwater Management System for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of the Developer, the Association, the City, County or Southwest Florida Water Management District, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(d) No Lot shall be increased in size by filling in any drainage areas or other portion of the Surface Water/Stormwater Management Systems. No Owner shall fill, dike, rip-rap, block, divert or change the established drainage areas or the Surface Water/Stormwater Management System without the prior written consent of the Association, the appropriate governmental permitting agency, and the Southwest Florida Water Management District.

(e) Any wall, fence, paving, planting or other improvement which is placed by an

duly convened for such purpose, as provided in this Declaration.

Section 8. Dispute Resolution. In the event of any dispute or disagreement ["Dispute"] arising relative to the enforcement of the terms and provisions of the Declaration and other related documents for matters pertaining to the creation, development or operation of CARROLLWOOD CROSSING or the Association, if not resolved by mutual agreement, the same shall be submitted to mediation by an independent professional mediator selected by the party first demanding mediation. This mediation shall take place at a mutually agreed location, and absent agreement shall take place at a site or location selected by the mediator. Mediation shall be a precondition of any arbitration. The expense of mediation shall be borne by the party first demanding mediation. In the event any Dispute is not resolved by mediation, said Dispute, including but not limited to those arising from or relating to any aspect of this Declaration, Articles of Incorporation, or By-Laws, all as the same may be amended from time to time, or the enforcement thereof, or the creation, development or operation of CARROLLWOOD CROSSING, or the Association, and including disputes pertaining to the applicability or enforceability of this arbitration provision will be submitted to final and binding arbitration in accordance with then existing rules of the American Arbitration Association ["AAA"], or its successors. The parties agree that any such arbitration shall begin no later than sixty (60) days after a party makes demand therefore, and shall be completed no later than five (5) days thereafter, except for cause as determined solely and exclusively by the arbitrator. The arbitrator shall issue a decision within ten (10) days of the completion of the arbitration hearing. The parties shall originally split evenly the cost of the arbitrator, but upon determination of fault or liability by the arbitrator, the non-prevailing party shall be liable for reimbursement to the prevailing party upon demand for all costs paid to the arbitrator, and in addition all costs and fees incurred by the prevailing party incident to the arbitration. The arbitrator's decision shall be final and binding, and shall also be fully enforceable and subject to an entry of judgment by a court of competent jurisdiction. The arbitrator shall have the authority to award reasonable attorneys' fees and expenses to the prevailing party as herein above provided. Notwithstanding the foregoing, nothing herein shall preclude the parties from seeking injunctive relief from a court of competent jurisdiction for matters specifically envisioning injunction, nor shall the same apply to: (a) actions brought by the Association to foreclose liens, actions brought by the Association for imposition and collection of assessments, proceedings involving challenges to ad valorem taxation, or counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the Developer while the Developer is in control of the Association, and thereafter shall not be amended except by an affirmative vote of eighty (80%) percent of each class of members. The Board of Directors for the Association may not, without the prior approval of eighty (80%) percent of the Association, utilize any reserves or accrued surplus for legal fees incident to mediation, arbitration, or any litigation, other than matters (a) relating to assessments or collection of assessments; or (b) enforcement of the rules and regulations of the Association. Anything herein to the contrary notwithstanding, it is further understood that applicable Florida law provides that homeowners' association documentation cannot preclude the homeowners' association from instituting litigation against any developer, but the parties agree, to the extent such litigation is issued, that

Owner within a drainage area, drainage easement, or the Surface Water/Stormwater Management System including, but not limited to, easements for maintenance or ingress and egress access, shall be removed, if required by the Association or the Southwest Florida Water Management District, the cost of which shall be paid for by such Owner as a Special Assessment.

(f) The Southwest Florida Water Management District and any governmental entity having jurisdiction shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Surface Water/Stormwater Management System.

(g) No Owner of property within the Property may construct or maintain any building, dwelling unit, or structure, or perform any activity in the wetlands, drainage easement, buffer areas, and upland conservation areas described in the approved Permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District and pursuant to Ch. 40, Fla. Adm. Code.

(h) Lot owners shall not remove native vegetation [including cattails] that becomes established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot owners shall address any questions regarding authorized activities within the wet detention ponds to the Southwest Florida Water Management District, Tampa Service Office, Surface Water Regulation Manager.

(i) The District has the right to take enforcement measures, including a civil action for injunction and/or penalties against the Association to compel it to correct any outstanding problems with the surface water management system facilities. Any amendment of the Declaration of protective covenants, deed restrictions or declaration of condominium affecting the surface water management system facilities shall have the prior written approval of the District. If the Association ceases to exist, all of the lot owners, parcel owners or unit owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility as explained in subsection 2.6.2.2.4.h.

(j) For projects which have on-site wetland mitigation as defined in Section 1.4.24 which requires ongoing monitoring and maintenance, the declaration of protective covenants, deed restrictions or declaration of condominium shall include a provision requiring the Association to allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is successful in accordance with the Environmental Resource Permit.

ARTICLE V
COVENANT FOR ASSESSMENTS

Section 1. Assessments Established. For each Lot owned within the Property, Developer hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay the following dues, assessments and charges to the Association: an Annual General Assessment, as defined in Section 2 of this Article; Special Assessments for Capital Improvements, as defined in Section 5 of this Article; Special Assessments for property taxes levied and assessed against the Common Property as defined in Section 4 of this Article; Specific Assessments against any particular Lot that are established pursuant to any provision of this Declaration or applicable Future Declaration as provided in Section 6 of this Article; assessments for the cost of maintenance and operation of the Surface Water or Stormwater Management system, as set forth herein, and as specifically provided for in Article IV above, and all excise taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article, and any and all assessments due or payable under any Community Development District or Master Association pertaining to the said Property.

All of the foregoing, together with interest at eighteen (18%) percent per annum as computed from the date the delinquency first occurs 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; provided, however, in no event shall this interest rate exceed the maximum allowable by law. 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 who was the Owner of such Lot when such assessment arose. Such personal obligation for delinquent assessments shall not pass to an Owner's successors in title who are not affiliated with the Owner or related to the Owner by marriage, blood, or adoption, unless assumed expressly in writing; however, the above referred to lien shall continue to be enforceable against the Lot. No First Mortgagee who obtains title to a Lot pursuant to the remedies provided in the First Mortgagee's mortgage shall be liable for unpaid assessments due the Association which accrued prior to such acquisition of title.

Section 2. Purpose of Assessments: Annual Budget; Annual General Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents within the Property and for the operation, management, maintenance, repair, servicing, renewal, replacement and improvement of the Common Property and for the operation of the Association and to fulfill the terms and provisions of this Declaration, the Articles of Incorporation and the By-laws, as from time to time amended. Each Lot shall be assessed for this purpose by an "Annual Assessment" composed of the Annual General Assessment and which shall be based upon the annual costs necessary to provide the service for which the assessment is made.

The Association shall prepare an annual budget, which must reflect the estimated

revenues and expenses for that year and the Year End Financial Report shall be prepared by a Certified Public Accountant and reflect the estimated surplus or deficit as of the end of the current year. The budget may contain reserves for capital improvements. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Developer, or another party. The Association shall provide each Owner with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Owner. The copy must be provided within ten (10) days after receipt of written request.

Assessments shall be in a equal amount for each Lot, with the exception of any Special Assessments, which shall be specific to the Lot being assessed. The Annual General Assessment shall be made on a calendar year basis, collected quarterly unless the Board shall determine otherwise as provided in Section 3 below.

To effectuate the foregoing, the Association shall levy the Annual General Assessment composed of the following:

- (a) Annual General Assessment. An Annual General Assessment to provide and be used for the operation, management, maintenance, painting, repair and servicing of the property, services and facilities related to the use and enjoyment of the Common Property, including the payment of taxes and insurance on the Common Property and the cost of labor, equipment, materials, management and supervision thereof, and all other general activities and expenses of the Association (including reserves for any and all of the foregoing).
- (b) Special Assessments. To the extent the Annual General Assessment fails to provide sufficient funds for the purposes set forth above, Special Assessments may be adopted upon approval of eighty (80%) percent of each Class of Members.

Section 3. Maximum Annual General Assessment. The amount of the Annual General Assessment, as determined generally in accordance with the foregoing Section 2, shall be fixed by the Board of Directors at least thirty (30) days in advance of each annual assessment period, which period shall be the calendar year. Written notice of the assessment shall be given to every Owner. The Annual General Assessment shall be payable annually in advance on the 1st business day of each January, unless the date is otherwise established by the Board of Directors from time to time. The Board of Directors of the Association may in its own discretion amend the manner in which assessments are collected to quarterly, semi-annually, annually, or any other manner as may be required to fit the needs of the Association. If any Owner defaults in payment of any installment for a period of thirty (30) days, the Association, at the option of the Board of Directors, may declare the unpaid balance immediately due and payable.

The Board of Directors may fix the Annual General Assessment at an amount not in excess of the maximum. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may not be increased

above twenty (20%) percent absent a vote of eighty (80%) percent of the entire membership of each class, at a meeting duly convened for this purpose excluding any increases in utility charges, bulk cable TV and/or Association Insurance Premiums.

Section 4. Property Taxes. Because the interest of each Owner in the Common Property is an interest in real property appurtenant to each Lot, and because no person other than an Owner has the right to the beneficial use and enjoyment of the Common Property, Developer intends that the value of the interest of each Owner in the Common Property entitled to its use be included in the assessment of each such Lot for local property tax purposes. Developer further intends that any assessment for such purposes against the Common Property shall be for a nominal amount only, reflecting that the full value thereof is included in the several assessments of the various Lots. If the local taxing authorities refuse to so assess the Common Property with the result that local real property taxes in any given year are assessed to the Association with respect to the Common Property in excess of Five Hundred Dollars (\$500.00), then the amount of such excess may be specially assessed by the Board of Directors, in its discretion, in the following manner: the amount of such excess with respect to the Common Property shall be divided by the number of Lots within the Property, and the quotient shall be the amount of such special assessment against each Lot. In the Board's discretion, such special assessment may be payable in a lump sum within thirty (30) days after notice or may be amortized without interest over such number of months as the Board deems advisable. Each year the Board shall determine whether such assessment shall be levied, and its amount, within forty-five (45) days after receiving notice of the amount of taxes due. Such special assessment is not an increase in the Annual Assessment subject to the limitations of the preceding section of this Article.

Section 5. Special Assessments for Capital Improvements. In addition to the Annual Assessment, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, renewal, repair, or replacement of a capital improvement upon the Common Property, including related fixtures and personal property, provided that any such assessment with respect to the Common Property is approved by eighty (80%) percent of the entire membership of each class of members who are present in person or by proxy and voting at a meeting duly convened for such purpose, and further provided that after the assessment is approved, the funds thereunder shall not be expended, nor shall contracts be entered into for such work, until funds are collected under the Special Assessment, up to a minimum of one hundred ten (110%) percent of the anticipated capital expense, to insure that the Association does not incur liabilities prior to funding, and to further insure that most Owners are making the payment(s).

Section 6. Specific Assessments. Any cost or expense required to be paid by an Owner related solely to such Owner or its Lot, and any and all other accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration or any applicable Future Declaration, including any indemnity contained herein, or by contract express or implied, or because of any act or omission of any Owner or of any Owner's family, household members or

invitees, also shall be assessed by the Association against such Owner's Lot after such Owner fails to pay the same when due and such default continues for thirty (30) days after written notice.

Section 7. Uniformity of Assessments. The Annual Assessment and any Special Assessment for Capital Improvements shall be uniform throughout the Property.

Section 8. Developer's Assessment. Notwithstanding the foregoing requirement of uniformity, or any other provision of this Declaration, or of the Association's Articles of Incorporation or By-Laws, to the contrary, the Developer shall be excused from the payment of its share of operating expenses and assessments (including, without limitation, the assessments described in Article V, Section 1 hereof) during the Class "B" Control Period, provided that Developer shall pay any operating expenses incurred by the Association that exceed the assessments receivable from other Owners and other income of the Association. Upon transfer of title of a Developer-owned Lot, such Lot shall be assessed in the applicable amount established against Lots owned by the Class "A" members of the Association, prorated as of, and commencing with, the date of transfer of title. Notwithstanding the foregoing, those Lots from which Developer derives any rental income, or holds an interest as Mortgagee or contract seller, shall be assessed at the same amount from time to time established for similar Lots owned by Class "A" members of the Association, prorated as of, and commencing with, the date of execution of the rental agreement or Mortgage, or the contract purchaser's entry into possession, as the case may be.

Section 9. Commencement of Annual Assessment. The Annual Assessment commences as to all Lots on day of closing, the transfer of title by Developer of a Lot to an Owner other than Developer. The first Annual Assessment against any Lot shall be due and payable and prorated as of the closing date. Regardless of when the Annual Assessment commences as to any Lot, such Lot shall be deemed "subject to assessment" within the provisions of this Declaration, the Association's Articles of Incorporation and By-Laws, from and after the date this Declaration has been Recorded. Upon demand, and for a reasonable charge, the Association shall furnish to any interested Person a certificate setting forth whether the Annual Assessment against a specific Lot has been paid and, if not, its unpaid balance. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

In addition to prorating annual assessments, upon the date of closing as herein above provided, there shall be due and payable at closing, in addition to prorating of the Annual Assessment, an initial, one (1) time assessment (the "Initial Assessment"), which shall be paid to the Association and may be used for normal operation purposes or as the Association may from time to time determine in an amount to be determined initially by the Declarant.

Section 10. Lien for Assessment. The Association shall have a lien for all unpaid assessments or other costs or charges hereunder for which a lien is authorized. Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments, together

with interest and all costs and expenses of collection, including reasonable attorneys' fees for negotiation, trial and appellate representation, which lien shall be prior and superior to all other liens, except (i) all taxes, bonds, assessments, and other levies which by law would be superior thereto, (ii) the lien or charge of any First Mortgage of record (meaning any recorded Mortgage with first priority over all liens and Mortgages) made in good faith and for value and (iii) any lien permitted pursuant to the Declaration.

Section 11. Remedies of the Association. Any assessment not paid within thirty (30) days after its due date bears interest at the rate of eighteen (18%) percent per annum from the due date; provided, however, in no event shall this interest rate exceed the maximum allowable by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose its lien against such Owner's Lot. No Owner may waive or otherwise escape liability for the Association's assessments by non-use of the Common Property or by abandonment of such Owner's Lot. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving or otherwise impairing the security of the Association's lien, or its priority.

Section 12. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees for negotiation, trial and appellate representation. All such costs and expenses are secured by the lien foreclosed. The Owner also is required to pay to the Association any assessments against the Lot that become due during the period of foreclosure, which also are secured by the lien foreclosed and shall be accounted and paid as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with such Lot as its owner for purposes of resale only. During the period in which a Lot is owned by the Association following foreclosure:

- (a) no right to vote shall be exercised on its behalf;
- (b) no assessment shall be levied on it; and
- (c) each other Lot shall be charged, in addition to its usual assessment, its pro-rata share of the assessment that would have been charged to such Lot had it not been acquired by the Association as a result of foreclosure. If any foreclosure sale results in a deficiency, the Court having jurisdiction of the foreclosure may enter a personal judgment against the Owner for such deficiency.

Section 13. Homesteads. By acceptance of a deed thereto, the Owner of each Lot is deemed to acknowledge conclusively that the Annual Assessment established by this Article is

provisions of this Declaration and any applicable Future Declaration; and, (ii) if the Board has not constituted itself as the Committee, approved by the Board prior to taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board in the name of the Association. Notwithstanding the foregoing, any architectural control review required by the Declaration shall be undertaken by the Owner in connection with any improvements and approval of any action by the Committee hereunder shall not be deemed approval under the Declaration. (b) No changes, alterations, additions, reconstruction, attachments or color change of any nature may be made to the exterior of any Lot, including that portion of any Lot not actually occupied by its improvements, except for replacement of items installed by Declarant as part of the Work; unless approved in writing by the Architectural Control Committee. The Committee's approval is not required for any changes, alterations, or additions within an enclosed rear entry patio, or entry area screened from view; provided, however, any trees or shrubs capable of attaining a height in excess of the walls, fencing or shrubbery as the case may be, not installed by Declarant as part of the Work are subject to Committee approval. No Owner may undertake any exterior maintenance of his/her Lot that is the duty of the Association, as provided by this Declaration, without the Committee's prior written approval. No exterior door or glass surface may be replaced by any Owner without the Committee's prior written approval unless the replacement is identical to that utilized by the Declarant as part of the Work. Nothing may be kept, placed, stored or maintained upon the exterior of any Lot, including any portion of any Lot not enclosed by its improvements thereon without the Committee's prior written approval unless it is within an enclosed yard, fully enclosed rear patio, or entry area screened from view. Notwithstanding any provision of this Declaration to the contrary, the Committee's approval is not required for any structure, use or activity expressly permitted by the Committee's promulgated rules and regulations.

Section 3. Procedure. All applications to the Committee for approval of any structure, use, activity, alteration, addition or color change required by the preceding section must be accompanied by detailed plans and specifications showing its nature, kind, shape, height, materials, location, color, approximate cost and estimated maintenance cost, together with such other drawings, documentation, models and information as the Committee reasonably may require. The Committee shall approve or disapprove the documents properly submitted to the Committee in writing within the sixty (60) days after receipt of such submission; provided, however, that failure to so act within said period shall not be deemed to be approval of the request submitted. The Committee's approval or disapproval must be in writing. If no application has been made to the Committee, an appropriate proceeding may be instituted at any time to enjoin or remove any structure, use, activity, alteration, addition or color change in violation of the prohibitions contained in the preceding section of this Article. The Association or any Owner additionally may resort immediately to any other lawful remedy for such violation. The Committee may deny any application upon the ground that the proposed structure, use, activity, alteration, addition, or attachment will create an unreasonable maintenance burden upon the Association or, such being the case, may condition its approval upon the Owner's assuming responsibility for its repair, maintenance and replacement. The Committee additionally may condition the approval of any application upon the Owner's providing reasonable security that the

for the improving and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead as provided in Article X, Section 4, of the Constitution of the State of Florida or any successor provision.

Section 14. Subordination of Lien. The lien for the assessments provided in this Article is subordinate to the lien of any First Mortgage to municipal utility, code enforcement, and any assessment lien arising pursuant to the Declaration. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer of any Lot pursuant to foreclosure of any First Mortgage, or any proceeding in lieu thereof, extinguishes the assessment lien as to payments that became due prior to such sale or transfer. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due, or from the lien thereof, nor does it relieve the Owner who incurred the liability of any personal liability therefrom. The Association shall report to any holder of an encumbrance on a Lot any assessments remaining unpaid for more than thirty (30) days and shall give such party thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided such encumbrancer first shall furnish the Association with written notice of the encumbrance, designating the Lot encumbered by a proper legal description and stating the address to which notices shall be given. Any encumbrances holding a lien on a Lot may pay, but is not required to pay, any amounts secured by the lien created by this Article; and, upon such payment, such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. The Board of Directors shall appoint as a standing committee an Architectural Control Committee (sometimes referred to herein as the "Committee" or "ACC"), composed of three (3) or more persons appointed by the Board, or, in the Board's discretion, the Board from time to time may constitute itself the Architectural Control Committee. No member of the Committee shall be entitled to compensation for services performed; but the Board may employ independent professional advisors to the Committee and allow reasonable compensation to such advisors from Association funds. Committee members need not be Owners but cannot be family related.

Section 2. Committee Authority. (a) The Committee has full authority to regulate the use and appearance of the exterior of the Property to: (i) assure harmony of external design and location in relation to surrounding buildings and topography; and (ii) to protect and conserve the value and desirability of the Property as a residential community. The power to regulate includes the power to prohibit those exterior uses or activities inconsistent with the provisions of this Declaration or any Future Declaration or contrary to the best interests of other Owners in maintaining the value and desirability of the Property as a residential community. The Committee may adopt, promulgate, rescind, amend and revise reasonable rules and regulations in connection with the foregoing; provided, however, such rules and regulations are: (i) consistent with the

contemplated work will be completed substantially in accordance with the plans and specifications submitted to the Committee. At the request of any Owner, the Association from time to time will issue without charge a written certification that the improvement and other exterior items situated upon such Owner's Lot have been approved by the Committee, if such is the case. The Committee from time to time may adopt, promulgate, rescind, amend and review rules and regulations governing procedure in all matters within its jurisdiction. If the Board of Directors does not constitute itself the Architectural Control Committee, then provision must be made for review by the Board of decisions of the Architectural Control Committee, or any subcommittee, at the request of the affected Owner, subject to such reasonable limitations and procedures as the Board deems advisable. The Board of Directors, or Architectural Control Committee, may appoint one or more persons to make preliminary review of all applications to the Committee and report such applications to the Committee with such person's recommendation for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board of Directors or the Architectural Control Committee deems advisable. In all events, the Association's procedures for review and enforcement of the architectural control provisions of this Declaration at all times shall provide any affected Owner with reasonable prior notice and a reasonable opportunity to be heard in Person and by a representative of such Owner's choosing.

Section 4. Standards. All actions by the Board of Directors or Architectural Control Committee with respect to architectural control shall: (i) assure harmony of external design, materials, and location in relation to surrounding buildings and topography within the Property; and (ii) protect and conserve the value and desirability of the Property as a residential community; and (iii) be consistent with the provisions of this Declaration; and (iv) be in the best interests of all Owners in maintaining the value and desirability of the Property as a residential community.

Section 5. Developer Consent and Reserved Rights. So long as Developer is a Class "B" Member of the Association, all actions of the Architectural Control Committee require Developer's written approval. The Developer is specifically exempt from the restrictions set forth in this Article VI and the Developer may approve construction plans as to any Lot.

ARTICLE VII OPERATION AND EXTENSION

Section 1. Effect Upon Platted Property. From and after the date this Declaration is Recorded, all of the Property shall be held, sold and conveyed subject to the provisions of this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding upon all parties having any right, title or interest therein, or any part thereof, their respective heirs, successors, and assigns, and shall inure to the benefit of the Association and each Owner.

Section 2. Acquisition of Additional Common Property. Developer may convey to the Association additional real property, improved or unimproved, located within the Property which, upon conveyance or dedication to the Association, shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all of the Owners.

Section 3. Withdrawal of Property. Developer reserves the right to amend this Declaration unilaterally at any time so long as it holds an unexpired right to unilaterally annex additional lands as provided in this Article, without prior notice and without the consent of any Person, for the purpose of removing certain portions of the Property then owned by Developer or its affiliates or the Association from the provisions of this Declaration to the extent originally included in error or to remove certain portions of the Property then owned by the Developer or its affiliates, but not property owned by the Association, as a result of any changes whatsoever in the plans for the Property desired to be effected by the Developer, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Property, and so long as such withdrawal is not contrary to the conditions of the original development order issued by the City or the County, and not contrary to the requirement that all common improvements are maintained in accordance with the original development approval.

Section 4. Amendment. This Article shall not be amended without the prior written consent of Developer, so long as the Developer owns any of the Property.

ARTICLE VIII INSURANCE AND CASUALTY LOSSES; CONDEMNATION

Section 1. Insurance. Insurance, other than title insurance, which shall be carried upon the Common Property, shall be covered by the following provisions.

(a) Authority to Purchase. All insurance policies upon the Common Property shall be purchased by the Association for the benefit of the Association. It shall not be the responsibility or the duty of the Association to obtain insurance coverage upon the personal liability, personal dwelling unit, personal property or living expenses of any Owner but the Owner must obtain such insurance at his/her own expense provided such insurance may not be of a nature to affect policies purchased by the Association. The Association shall insure common area property only, and shall not be required to insure Lots owned by individuals after Title has been transferred.

(b) Coverage:

(i) Casualty. All buildings and improvements in the Common Property and all personal property included in the Common Property shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and

be proceeds from insurance on account of the casualty and shall be deposited with the Association and shall be distributed to the Association and to any Owner who is directly, adversely affected by the condemnation, as their respective interests may appear.

Section 4. Insurance on Lots. Each Owner of a Lot shall be required to obtain and maintain adequate insurance coverage upon the Lot insuring the dwelling unit located thereon in an amount equal to the maximum insurable replacement value.

ARTICLE IX LEASES

In order to insure a community of congenial residents and occupants of the Lots and to protect the value of the Lots and further continuous harmonious development of the Property, the leasing of a Lot by any Owner other than the Developer shall be subject to the following provisions:

Section 1. Leases. A Lot shall not be rented for a period of time of less than one year, nor to more than one family pursuant to any single lease. Leases shall not be assignable except at the end of any one year term. A Lot shall not be rented without prior written approval by the Association, which approval shall not be unreasonably withheld. The Association shall have the right to require that a uniform form of lease be used by all Owners. The approval of any lease shall not release the Owner from any obligations under this Declaration. All lessees shall be fully bound by all of the terms and conditions of this Declaration and the Owner of such Lot shall bear full responsibility for any lessee(s).

Section 2. Transfer or Lease to Corporate Entity. If the purchaser, transferee or lessee of a Lot is a corporation, partnership, or other legal entity, approval of the sale, transfer or lease may be conditioned upon the approval by the Association of the proposed occupants of the Lot.

Section 3. Unauthorized Lease Void. Any lease not authorized pursuant to this Article shall be void, unless subsequently approved by the Association.

Section 4. Association Held Harmless. The Association and its agents or employees, shall not be liable to any person whomsoever for the approving or disapproving of any person pursuant to this Article, or for the method or manner of conducting the investigation. The Association and its agents or employees shall not be required to specify any reason for disapproval.

Section 5. Application Fee. The Association may charge a reasonable fee for the review of any application for a lease, in an amount which may be established from time to time by the Board of Directors and which shall be related solely to the cost of reviewing such application. No charge shall be made in connection with the extension or renewal of an existing lease to the same lessee.

Section 6. Conveyance by Mortgagee or Developer. The provisions of this Article shall not

excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(2) Such other risks as from time to time shall be customarily covered with respect to building similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief. Further, the Association shall maintain the following insurance coverage:

(i) Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

(ii) Liability Insurance. In such amounts and such coverage as may be required by the Board of Directors of the Association.

(iii) Worker's Compensation Policy. If necessary, to meet the requirements of law.

(iv) Other. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

(c) Premiums. Premiums for the described insurance shall be a common expense, collected from Owners as part of the Annual General Assessment. Premiums shall be paid by the Association.

(d) Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and its mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association.

(e) Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed and used by the Association as the Board of Directors may determine.

Section 2. Reconstruction or Repair After Casualty. The Board of Directors, in its sole discretion, shall determine whether or not any damaged portion of the Common Property shall be repaired or replaced.

Section 3. Condemnation. In the event that any portion of the Common Property shall be made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the taking of any portion of the Common Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to

apply to any sale, transfer, or lease of a Lot by:

(a) the Association;

(b) a transfer to or purchase by a Mortgagee, and/or its assignee or nominee, that acquires its title as a result of owning a mortgage upon the Lot concerned, whether the title is acquired by deed from the mortgagor, mortgagor's successor or assigns, or through foreclosure proceedings;

(c) to a transfer, sale or lease by a Mortgagee, and/or its assignee or nominee; or

(d) by Developer, transferees or assigns, which are builders of individual homes or residences, including without limitation, ROTTLUND HOMES OF FLORIDA, INC.

In all such events, the Association, Mortgagee, Developer and/or its assignee or nominee shall be allowed to freely sell or lease its Lot without the necessity of approval by the Association or the payment of any application fees.

ARTICLE X
GENERAL PROVISIONS

Section 1. Enforcement; Dispute Resolution. In the event of any dispute or disagreement ["Dispute"] arising relative to the enforcement of the terms and provisions of the Declaration and other related documents for matters pertaining to the creation, development or operation of the Association, if not resolved by mutual agreement, the same shall be submitted to mediation by an independent professional mediator selected by the party first demanding mediation. This mediation shall take place at a mutually agreed location, and absent agreement shall take place at a site or location selected by the mediator. Mediation shall be a precondition of any arbitration. The expense of mediation shall be borne by the party first demanding mediation. In the event any Dispute is not resolved by mediation, said Dispute, including but not limited to those arising from or relating to any aspect of this Declaration, Articles of Incorporation, or By-Laws, all as the same may be amended from time to time, or the enforcement thereof, or the creation, development or operation of the Association, and including disputes pertaining to the applicability or enforceability of this arbitration provision will be submitted to final and binding arbitration in accordance with then existing rules of the American Arbitration Association ["AAA"], or its successors. The parties agree that any such arbitration shall begin no later than sixty (60) days after a party makes demand therefore, and shall be completed no later than five (5) days thereafter, except for cause as determined solely and exclusively by the arbitrator. The arbitrator shall issue a decision within ten (10) days of the completion of the arbitration hearing. The parties shall originally split evenly the cost of the arbitrator, but upon determination of fault or liability by the arbitrator, the non-prevailing party shall be liable for reimbursement to the prevailing party upon demand for all costs paid to the arbitrator, and in addition all costs and fees incurred by the prevailing party incident to the arbitration. The arbitrator's decision shall be final and binding, and shall also be fully enforceable and subject to an entry of judgment by a court of competent jurisdiction. The arbitrator shall have the authority to award reasonable attorneys' fees and expenses to the prevailing party as herein above provided. Notwithstanding the foregoing, nothing herein shall preclude the parties from seeking injunctive relief from a court of competent jurisdiction for matters specifically envisioning injunction, nor shall the same apply to: (a) actions brought by the Association to foreclose liens, actions brought by the Association for imposition and collection of assessments, proceedings involving challenges to ad valorem taxation, or counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the Developer while the Developer is in control of the Association, and thereafter shall not be amended except by an affirmative vote of eighty (80%) percent of each class of members. The Board of Directors for the Association may not, without the prior approval of eighty (80%) percent of the Association, utilize any reserves or accrued surplus for legal fees incident to mediation, arbitration, or any litigation, other than matters (a) relating to assessments or collection of assessments; or (b) enforcement of the rules and regulations of the Association. Anything herein to the contrary notwithstanding, it is further understood that applicable Florida law provides that the Association documentation cannot preclude the Association from instituting litigation against any developer, but the parties agree, to the extent such litigation is issued, that either party may, at any time after filing in a court of competent jurisdiction, submit the same to the court for an order for mediation or arbitration as the court shall determine.

Section 2. Provisions Run with the Land. The provisions of this Declaration shall run with

and bind the Property and all other lands to which it is extended, and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective heirs, successors and assigns, until the fiftieth (50th) anniversary of the date hereof, whereupon they automatically shall be extended for successive periods of twenty-five (25) years each; provided, however, if in the sole event the foregoing is construed by a Court of competent jurisdiction to render the provisions of this Declaration unenforceable after such fiftieth (50th) anniversary date, then, in such event only, the provisions of this Declaration shall run with and bind all lands now or hereafter subject to its provisions for a period of ninety-nine (99) years from the date this Declaration is Recorded, whereupon it shall cease and expire and be without further legal force and effect unless prior thereto a majority of the members present in person or by proxy and voting at a meeting duly convened for such purpose elect to re-impose its provisions.

Section 3. Meeting Requirement. Wherever any provision of this Declaration requires any action to be approved by the membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all members not less than fifteen (15) days, nor more than thirty (30) days, in advance of such meeting, setting forth its purpose. At such meeting, the presence of members or proxies entitled to cast at least thirty (30%) percent of the votes of each class of membership constitutes a quorum, if the action must be approved by both classes of membership, or of the Class "A" Members, if it must be approved by the Class "A" Members only, or of the affected Owners, if it must be approved by the affected Owners only. If the required quorum is not forthcoming, another meeting may be called subject to the same notice requirement; and the required quorum at any such subsequent meeting will be reduced to one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. The Developer shall be entitled to receive written notice of all Board of Director meetings and Association meetings for so long as the Developer holds ownership in any of the Property or Lots, and for a period of three (3) years following the sale or transfer of the last ownership interest held by the Developer in the Property or any Lots.

Section 4. Severability. Invalidation of any particular provision of this Declaration, or any Future Declaration, by judgment or court order shall not affect any other provision, all of which shall remain in full force and effect.

ARTICLE XI AMENDMENTS

Section 1. Prior to the conveyance of the first Lot to an Owner other than Developer, Developer may unilaterally amend this Declaration. After such conveyance, Developer may unilaterally amend this Declaration at any time and from time to time if such amendment is:

- (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulation, variances or special exceptions granted by any government or agency as to the development, or judicial determination;

(b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lot;

(c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the Veterans Administration, or the Department of Housing and Urban Development, to enable such lender or purchaser to make, guaranty or purchase mortgage loans on the Lot; or

(d) necessary to enable any governmental agency or reputable title insurance company to insure mortgage loans on the Lot; provided, however, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing. Until the expiration of the Class "B" Control Period, Developer may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner, in which event the joinder of the affected Owner(s) is required.

Section 2. At any time the Developer reserves the right, in its sole discretion, to make amendments to the Declaration, the Articles and the By-Laws, to conform to FHA/VA, HUD or other requirements, for lending purposes.

Section 3. Hereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, by at least eighty (80%) percent of the total Class "A" Members in the Association, in addition to the Developer's approval, and the consent of the Class "B" Member, so long as such membership exists. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be Recorded in the public records of the County where the Property is situated.

Section 4. If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Section 5. No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of Developer or the assignee of such right or privilege.

ARTICLE XII DEVELOPER'S RIGHTS

Section 1. Any or all of the special rights and obligations of Developer set forth in this Declaration or the By-Laws may be transferred to other persons or entities, provided that the

transfer shall not reduce an obligation or enlarge a right beyond that contained herein or in the By-Laws, as applicable, and provided further no such transfer shall be effective unless it is in a written instrument signed by Developer and duly Recorded in the public records of the county where the Property is situated.

Section 2. Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction of improvements to and sale of Lots by Developer (or its assignee) shall continue, it shall be expressly permissible for Developer to maintain and carry on upon portions of the Common Property such facilities and activities as, in the sole opinion of Developer, may be reasonably required, convenient, or incidental to the construction or sale of such Lots, including, but not limited to, business offices, signs, model units, and sales offices, and Developer shall have an easement for access to and use of such facilities. The right to maintain and carry on such facilities and activities shall include specifically, without limitation, the right to use Lots owned by Developer and any clubhouse or community center which may be owned by the Association, as models and sales offices, respectively.

Section 3. So long as Developer continues to have rights under this Article, no person shall record any Declaration of Covenants, Conditions, and Restrictions or similar instrument affecting any portion of the Property without Developer's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such Declaration of Covenants, Conditions, and Restrictions or similar instrument being void and of no force and effect unless subsequently approved by Recorded consent signed by Developer.

Section 4. Anything in this Declaration, the Articles of Incorporation or the By-Laws to the contrary notwithstanding, none of the said documents may be amended to remove any reserved rights of the Developer, without the express written consent of the Developer; provided, however, rights contained in this Article or otherwise reserved in this Declaration, the Articles of Incorporation or the By-Laws, shall terminate five (5) years after the Class "B" control period.

ARTICLE XIII LIABILITY

NEITHER DEVELOPER, NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION AND DETENTION LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM LOCATED ON THE PROPERTY. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, AND INVITEES, RELEASES DEVELOPER, AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

NEITHER DEVELOPER, NOR THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES,

MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE LISTED PARTIES) SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AND DETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

NEITHER DEVELOPER, NOR THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS [COLLECTIVELY THE "LISTED PARTIES"], SHALL BE LIABLE OR RESPONSIBLE FOR HAVING DESIGNED AND INSTALLED WATER, SEWER OR OTHER UTILITY SYSTEMS, TO THE EXTENT THE DESIGN AND INSTALLATION WAS APPROVED BY, AND IS CONSISTENT WITH, GOVERNMENTAL AND REGULATORY APPROVALS AS AND WHEN COMPLETED.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES CONTAINED WITHIN OR ADJACENT TO THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY THEIR ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT WITHIN THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES OR BOTTOMS.

ARTICLE XIV - HUD AND VA APPROVAL

Section 1. HUD, FHA or VA Approval. Provided the Properties have been approved by either HUD, FHA or VA, then as long as there is a Class B member, the following actions will require the prior approval of HUD or FHA or VA:

- (a) Dedication of additional Common Areas;
- (b) Amendment of the Articles of Incorporation of the Association;
- (c) Amendment of the Bylaws of the Association;
- (d) Dissolution of the Association;
- (e) Amendment of this Declaration; and
- (f) Annexation of additional properties.

Section 2. FNMA Requirements. Upon written request to the Association, identifying the name and address of the Institutional Lender, or insurer or guarantor thereof and the Lot number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

- (a) any condemnation loss or any casualty loss which affects a material portion of any Lot on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;
- (b) any delinquency in the payment of assessments or charges owed by any Owner of a Lot subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;
- (c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) any proposed action which would require the consent of a specified percentage of mortgage holders.

Such approval need not be evidenced in writing and the recording, filing or dedication, as appropriate, shall be presumed to have such approval when made.

IN WITNESS WHEREOF, Developer has caused this Declaration to be duly executed the date stated above.

FIRST TAMPA CARROLLWOOD
CROSSINGS, LLC, a Florida limited
liability company

By: FIRST TAMPA DEVELOPMENT
CORPORATION, a Florida
corporation, Its Managing Member

Signed, Sealed and Delivered
In the Presence of:

GE Flowers
Print Name GE FLOWERS

Chris A. Youm
Print Name Chris A. Youm

By: [Signature]
Dimitri Artzibushev, President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, by DIMITRI ARTZIBUSHEV, as President of FIRST TAMPA DEVELOPMENT, a Florida corporation, Managing Member of FIRST TAMPA CARROLLWOOD CROSSINGS, LLC, a Florida limited liability company, to me known to be the individual described in, or who produced _____ as identification, and who executed the foregoing instrument as said officer, and he acknowledged before me that he executed the same for the purposes therein expressed on behalf of the corporation.

WITNESS my hand and official seal at Pinellas, said County and State, this
27th day of July, 2004.



Billie Stephens
Notary Public
Print Name Billie Stephens
My Commission Expires:

JOINER AND CONSENT OF MORTGAGEE

The undersigned hereby certifies that it is the holder of a Mortgage upon the Property (as that term is defined in the foregoing Declaration of Covenants, Conditions, Restrictions and Easements for CARROLLWOOD CROSSING*), and that the undersigned hereby joins in and consents to the foregoing Declaration of Covenants, Conditions, Restrictions and Easements for CARROLLWOOD CROSSING.

DATED this 28th day of October, 2004.

Signed, sealed and delivered
In the Presence of:

[Signature]
Print Name: Stacy Hill

[Signature]
Print Name: Herri Mauchin

WACHOVIA BANK, National
Association

By: [Signature] (SEAL)
Bradley J. Carpenter, SVP

STATE OF FLORIDA
COUNTY OF ORLANDO

The foregoing instrument was acknowledged before me this 28th day of October, 2004, by Bradley J. Carpenter as Senior Vice President of WACHOVIA BANK, National Association, on behalf of the said bank. He/She is personally known to me or has produced _____ as identification.

[Signature]
Notary Public
Print Name Stacy Hill
My Commission Expires:



Stacy Hill
MY COMMISSION # DD234264 EXPIRES
July 23, 2007
BONDED THRU TROY FAIR INSURANCE, INC.

JOINDER AND CONSENT OF MORTGAGEE

The undersigned hereby certifies that it is the holder of a Mortgage upon the Property (as that term is defined in the foregoing Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for CARROLLWOOD CROSSING, and that the undersigned hereby joins in and consents to the foregoing Declaration of Covenants, Conditions, Restrictions and Easements for CARROLLWOOD CROSSING.

DATED this 5 day of August, 2004.

Signed, sealed and delivered
In the Presence of:

ROTTLUND HOMES OF
FLORIDA, INC., a Minnesota corporation

Leigh Thompson
Print Name: Leigh Thompson

By: [Signature] (SEAL)
Michael A. Willenbacher,
President

Maria A. Lalfenberg
Print Name: MARIA A. LALFENBERG

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 5 day of August, 2004, by MICHAEL A. WILLENBACHER, as President of Rottlund Homes of Florida, Inc., a Minnesota corporation, on behalf of the corporation. He is personally known to me or has produced in person as identification.

[Signature]
Notary Public
Print Name SONYA D. ASKEW
My Commission Expires:



JOINDER AND CONSENT OF ASSOCIATION

The CARROLLWOOD CROSSING PROPERTY OWNERS ASSOCIATION, INC., hereby joins in and consents to the foregoing Declaration of Covenants, Conditions, Restrictions and Easements for CARROLLWOOD CROSSING (the "Declaration"), accepts the obligations imposed upon it by the Declaration, and agrees to be bound by the terms and conditions thereof.

DATED this 27th day of July, 2004.

Signed, Sealed and Delivered
in the Presence of:

CARROLLWOOD CROSSING PROPERTY
OWNERS ASSOCIATION, INC.

Christa D. Harger
Print Name: Christa D. Harger

Chris A. Young
Print Name: Chris A. Young

By: *G.E. Flowers* (SEAL)
G.E. Flowers, President

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 27th day of July, 2004, by G.E. FLOWERS as President of CARROLLWOOD CROSSING PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.



Billie Stephens
Notary Public
Print Name Billie Stephens
My Commission Expires:

DESCRIPTION

As a point of reference commence at the Southwest corner of the Southwest 1/4 of the Northeast 1/4 of Section 8, Township 28 South, Range 18 East, Hillsborough County, Florida said point also being on the South boundary of Village Wood as recorded in Plat Book 62, Page 36, Public Records of Hillsborough County, Florida and proceed N 89°47'32" E, along the South boundary of said Village Wood, a distance of 661.31 feet to the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 8 and the POINT OF BEGINNING; thence N 00°53'03" E, along the Easterly boundary of said Plat of Village Wood, a distance of 664.47 feet to the Northeast corner of Lot 26, Block 4 of said Plat of Village Wood; thence N 89°41'19" W, along the North boundary of said Lot 26, a distance of 174.84 feet to the Southeast corner of Lot 4, Block 3 of said Plat of Village Wood; thence N 00°48'14" E, along the Easterly boundary of said Plat of Village Wood, a distance of 331.68 feet to the Northeast corner of Lot 1, Block 3 of said Plat of Village Wood; thence S 89°37'31" E, leaving said Plat of Village Wood, a distance of 174.99 feet to a point on the West boundary of the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 8; thence N 00°49'50" E, along the West boundary of the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 8, a distance of 282.62 feet to a point of the South right-of-way line of Lowell Road as described in Official Records Book 289, Page 589 and Official Records Book 2217, Page 982 of the Public Records of Hillsborough County, Florida; thence S 89°31'05" E, along said South right-of-way line, a distance of 661.82 feet to a point on the East boundary of the Southwest 1/4 of the Northeast 1/4 of said Section 8; thence S 00°49'29" W, along the East boundary of the Southwest 1/4 of the Northeast 1/4 of said Section 8, a distance of 1277.22 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 8 and the Northwest corner of Fairway Village Unit II as recorded in Plat Book 50, Page 46 of the Public Records of Hillsborough County, Florida; thence S 00°44'20" W, along the Westerly boundary of said Plat of Fairway Village Unit II, a distance of 663.05 feet to the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 8; thence N 89°33'26" W, along the Northerly boundary of said Plat of Fairway Village Unit II, a distance of 662.51 feet to the Northwest corner of said Plat of Fairway Village Unit II; thence N 00°44'01" E, along the West boundary of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 8, a distance of 662.16 feet to the POINT OF BEGINNING. Containing 30.83 acres, more or less



Declarations of
Covenants, Conditions,
Restrictions and Easements
For Carrollwood Crossing
Property Owners Association, Inc.

INSTR # 2004422294

O BK 14355 PG 1659

Pgs 1659 - 1726; (69pgs)

RECORDED 10/29/2004 04:21:50 PM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK Y Roche

WCS

PREPARED BY AND RETURN TO:
HARRY S. CLINE, ESQ.
Macfarlane Ferguson & McMullen
625 Court Street/Suite 200
Post Office Box 1669
Clearwater, FL 33757

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
CARROLLWOOD CROSSING

THIS DECLARATION, is made this 27th day of JULY, 2004, by FIRST TAMPA CARROLLWOOD CROSSING, LLC a Florida limited liability company, hereinafter referred to as "Developer",

RECITALS:

A. Developer is the owner of the hereinafter described land, located in Hillsborough County, Florida:

See Exhibit "A" attached hereto and made a part hereof by reference.

B. Developer desires to create on said lands an exclusive community to be named CARROLLWOOD CROSSING, and desires to establish certain rights and restrictions pertaining to the properties, and to provide for the maintenance of Common Areas, and other community facilities.

C. Developer will incorporate under the laws of the State of Florida as a non-profit corporation, an association to administer and enforce the terms and provisions of this said Declaration, to be named CARROLLWOOD CROSSING PROPERTY OWNERS ASSOCIATION, INC.

D. Developer intends to develop CARROLLWOOD CROSSING as a community of single-family residences.

E. Developer desires to subject CARROLLWOOD CROSSING to the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, Developer hereby declares that The CARROLLWOOD CROSSING Property described on Exhibit "A", platted as CARROLLWOOD CROSSING, Plat Book 101, Pages 54 thru 55, public records of Hillsborough County, Florida, shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with, CARROLLWOOD CROSSING Property and be binding on all parties having any right, title or interest in such property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS AND CONSTRUCTION

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

Section 1. "Association" means CARROLLWOOD CROSSING Property Owners Association, Inc., its successors and assigns.

Section 2. "Board" or "Board of Directors" means the Association's Board of Directors.

Section 3. "City" means the City of Tampa and its departments and agencies.

Section 4. "County" means the County of Hillsborough and its departments and agencies.

Section 5. "Developer" means FIRST TAMPA CARROLLWOOD CROSSING, LLC, a Florida limited liability company, its successors and permitted assigns.

Section 6. "Documentation". The legal documentation for CARROLLWOOD CROSSING consists of this Declaration, all Future Declarations, the Association's Articles of Incorporation, a copy of which is attached hereto as Exhibit "B", the Association's By-Laws, a copy of which is attached hereto as Exhibit "C" and all amendments to any of the foregoing now or hereafter made. Unless the context expressly requires otherwise, the following terms mean as follows wherever used in any of the foregoing, in any corporate resolutions and other instruments of the Association, and in any deeds, mortgages, assignments and other instruments relating to all or any portion of the Property:

(a) "Declaration" means this Declaration and all applicable Future Declarations, as from time to time amended.

(b) "Articles" means the Articles of Incorporation of the Association, and its successors, as from time to time amended.

(c) "By-Laws" means the By-Laws of the Association, and its successors, as from time to time amended.

Section 7. "First Mortgagee" shall mean and refer to an Institutional Lender who holds a first mortgage on a Lot and who has notified the Association of its holdings.

Section 8. "Future Declaration" means any declaration hereafter recorded for the purpose of extending the provisions of this Declaration to any lands other than the Property, and shall include within its definition any amendment(s) to this Declaration.

Section 9. "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Lot, commercial property, membership recreational facilities or a residential Dwelling, which owner and holder of said mortgage shall be any federally or stated chartered bank, insurance company, HUD or VA or FHA approved mortgage lending institution, FNMA, GNMA, recognized pension fund investing in mortgages, and any federally or state chartered savings and loan association or savings bank. FHA shall mean and refer to the Federal Housing Administration. FNMA shall mean and refer to the Federal National Mortgage Association. GNMA shall mean and refer to the Government National Mortgage Association. HUD shall mean and refer to the U.S. Department of Housing and Urban Development. VA shall mean and refer to the Veterans Administration.

Section 10. "Law" includes, without limitation, any statute, ordinance, rule, regulation or order validly created, promulgated or adopted by the United States, or any agency, officer, or instrumentality thereof, or by the State of Florida, or any agency, officer, municipality or political subdivision thereof, or by any officer, agency or instrumentality of such municipality or subdivision, in effect as of the date of recordation of this Declaration.

Section 11. "Lot" means any plot of ground shown on any recorded subdivision plat of the Property, other than the Common Property or other areas dedicated to public use, or streets or other property owned by the Association.

Section 12. "Mortgage" means any mortgage, deed of trust, or other instrument transferring any interest in a Lot as security for performance of an obligation. "First Mortgage" means any Mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property. "Mortgagee" means any person named as the obligee under any Mortgage, or the successor in interest to such person.

Section 13. "Common Property" shall mean all real property, including improvements thereto, owned or installed by the Association, the Developer, or its assigns, for the use and benefit of the Owners or the Association, or areas of easement held in favor of the Association or administered thereto by the Association for the common use and enjoyment of the members of the Association. The Common Property may include streetlights and sidewalks, entrance and security gates, entrance signage, street and traffic signage, emergency access and gate,

landscaping and irrigation, street trees, tree wells, retaining walls on common tracts and separating individual Lots, conservation areas and buffers, stormwater collection and conveyance facilities, streets, parking areas, walls or fencing, walkways and parking areas, landscaped areas outside the lots, swimming pool(s), cabanas, playground(s), community structures, etc., if the same are constructed, and any and all lakes, ponds, wetlands, conservation areas, or retention areas contained in the Property.

Section 14. "Owner" means the record Owner, whether one or more persons, of the fee simple title to any Lot, including contract sellers, but excluding any other person holding such fee simple title merely as security for the performance of an obligation.

Section 15. "Person" means any natural person or artificial legal entity, unless the context expressly requires otherwise.

Section 16. "Plat" means the recorded plat of CARROLLWOOD CROSSING, per Plat Book 101, Pages 54 thru 55, public records of Hillsborough County, Florida.

Section 17. "Property" means the real property that is subject to this Declaration, as described herein and such additional lands to which this Declaration may be extended from time to time as provided herein.

Section 18. "Recorded" means filed for record in the public records of Hillsborough County, Florida.

Section 19. "Stormwater Management Systems" means the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other service water or stormwater management capabilities as permitted by the Southwest Florida Water Management District. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the Southwest Florida Water Management District.

Section 20. "The Work" means the initial construction of improvements, including dwelling units, common area amenities, landscaping and hardscaping upon all or any portion of the Property for a residential community, through completion of construction and the sale and/or leasing thereof by Developer.

Section 21. Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of one gender includes all genders; and the use of the terms "including" or "include" is without limitation. Wherever any time period in this Declaration, the Articles or the By-Laws is measured in days, "days" means consecutive calendar days; and if such time period expires on a Saturday, Sunday or Legal Holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday or Legal Holiday.

Unless the context expressly requires otherwise, the terms "Common Property", "Lot", and "Property" include any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability and desirability of the Property as a residential community by providing a common plan for the development and enjoyment thereof. The headings used in this Declaration or any other document described in the preceding Sections of this Article are for indexing purposes only and are not to be used to interpret, construe or apply its substantive provisions.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner has a nonexclusive right and easement of enjoyment in and to the Common Property that is appurtenant to, and shall pass with, the title to every Lot, subject to the following:

(a) Suspension: Fines. Subject to notice and hearing as may be required by law, the Association's right: (i) to suspend any Owner's right to use the Common Property and [other than private streets] any such recreational or other facilities for a period not to exceed sixty (60) days for any infraction of the Association's rules and regulations; and (ii) to fine an Owner, tenant, guest or invitee of an Owner, not to exceed \$100.00 per violation of this Declaration, the Articles, By-laws or any duly adopted rule of the Association. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000.00 in the aggregate.

(b) Dedication. The Association's right to dedicate, transfer or mortgage all or any part of the Common Property to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by its members. Such dedication, transfer or mortgage shall be approved by the Association, and shall only be to an organization for the continued maintenance of the Common Property and common improvements in accordance with the requirements of the original development approval.

(c) Rules and Regulations. The Association's right to adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Common Property, as hereinafter provided.

(d) Mortgage. Common Property may not be mortgaged or conveyed except upon the consent of at least two-thirds (2/3rds) of the Lot owners, excluding the Developer. This limitation shall not restrict the Developer from granting non-exclusive easements for utilities, ingress, egress or for conservation within the common properties.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment and other rights in the Common Property to: (i) all family or household members of such Owner; or (ii) such Owner's tenants or contract purchasers; and (iii) all family or household members of such tenants or purchasers, provided the foregoing actually reside upon such Owner's Lot. Any delegation to tenants or invitees of any of the foregoing is subject to the Association's rules and regulations.

Section 3. Right of Access and Private Streets. (i) To the extent that any Owner of any Lot lacks legal access to a dedicated public street, such Owner has an easement for pedestrian and vehicular ingress and egress over, across and through the Common Property to a dedicated public street. Such easement is exclusive as to any driveway situated in whole or in part upon the Common Property and servicing such Owner's Lot exclusively, but it otherwise is non-exclusive. The extent of such easement is that reasonably necessary to provide convenient access to such Owner's Lot; and (ii) All streets within the development shall be private streets, owned by the Association as Common Property. Maintenance, replacement and repair shall be a cost or expense of the Association, with easements and rights of use as to said private streets, existing on a non-exclusive basis for all unit owners, their guests, licensees, invitees, and other entities as otherwise set forth in this Declaration. In no event is it intended that such easements shall exist for the benefit of the general public.

Section 4. Rights of Use. Subject to appropriate governmental or regulatory approvals, the Association additionally may assign to any Lot or Lots an exclusive right of use for any postal, refuse storage and collection, and other facilities from time to time maintained by the Association upon the Common Property, for the use of any or all Owners severally. If any such facility is not available for use by all Owners, then all costs of installing, maintaining, repairing, servicing and replacing the same shall be assessed against the Lots granted such exclusive right of use as provided in Article V, Section 6, of this Declaration.

Section 5. Reciprocal Easements. There are reciprocal appurtenant easements between each Lot and such portion or portions of the Common Property adjacent thereto, and between adjacent Lots, for the maintenance, repair and reconstruction of any party wall or walls, as provided in this Declaration; for lateral and subjacent support; for overhanging roofs, eaves and trees, if any, installed by Developer as part of the Work, and for replacements thereof; for encroachments caused by the initial placement, settling or shifting of any improvements constructed, reconstructed or altered therein in accordance with the provisions of this Declaration; and for the drainage of ground and surface waters in the manner established by Developer as part of the Work. To the extent not inconsistent with this Declaration, the general rules of common law apply to the foregoing easements. The extent of such easements for drainage, lateral and subjacent support and overhangs is that reasonably necessary to effectuate their respective purposes; and such easements of encroachment extend to a distance of not more than five feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. There is no easement for overhangs or encroachments caused by

willful or intentional misconduct by any Owner, tenant or the Association.

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

The foregoing permissive easements and encroachments shall not be binding upon any governmental, regulatory or permitting agency.

Section 6. All Rights and Easements Appurtenances. The benefit of all rights and easements granted by this Article, or by any Future Declaration, constitute a permanent appurtenance to, and shall pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive by this Article or by any Future Declaration, its benefit nevertheless is exclusive to all Lots granted such benefit by this Article, or by such Future Declaration, unless this Article, or such Future Declaration expressly grants such benefit to additional Persons. In no event shall the benefit of any such easement extend to the general public.

Section 7. Utility Easements. Developer hereby dedicates those portions of the Common Property where utility facilities may be installed for use by all utilities including water, sewer, stormwater drainage, electricity, telephone and cable television for the construction and maintenance of their respective facilities servicing the Property; and Developer hereby grants to such utilities, jointly and severally, easements for such purpose. The location and extent of such easements is as shown on any recorded subdivision plat of the Property or other Recorded instrument defining the same. In the absence of such express designation, such easements are located and extend seven and one-half (7 1/2) feet on either side of the centerline of each facility respectively installed by each utility within the Common Property as part of the Work prior to the conveyance of such portion of the Common Property by Developer to the Association; however, no portion of the Common Property occupied by any building installed by Developer as part of the Work is included within any easement area. Subsequent to Developer's conveyance, additional easements may be granted by the Association for utility purposes only as provided in Section 1 (c) of this Article. In the event the City of Tampa, Hillsborough County or any utility fails to repair any damage to the Common Property caused by the installation or repair of its facilities, then the Association shall make such repairs.

Section 8. Drainage Easements. Easements for drainage are hereby granted to the Association, as private easements, subject to being dedicated to the public as may be delineated on the Plat. The use of such easements is limited strictly to drainage and utility purposes or both. No rights are granted to the general public with respect to any body of water, natural or artificial, from time to time existing within such easement areas, as all riparian rights in and to such bodies of water are hereby reserved exclusively for the private benefit of the Association and the persons entitled to make such use under the applicable provisions of this Declaration.

Section 9. Use of Lots:

- (a) Antennas. No television or radio masts, towers, poles, antennas, aerials or appurtenances shall be erected, constructed, maintained or allowed to remain on any Lot in such a manner as to be visible from the exterior of such Lot if a master television and radio antenna system or cable system is available or becomes available to such Lot; provided, nevertheless, satellite or microwave antennas for television reception having a diameter not greater than eighteen (18) inches are permitted, further provided that they are completely screened from view and cannot be seen from the front of the Lot, and if possible, screened so they are not visible from adjacent Homes, and further provided that they have received the approval of the Architectural Control Committee as to their location prior to such installation. Such antennas are not to be installed on the roof and to the extent approved, may be installed on the building structure itself with any stucco cracking to be the responsibility of the owner, again as shall be approved by the Architectural Control Committee. All antennas not covered by the Federal Communications Commission (FCC) rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

(b) Land Use and Building Type. No Lot shall be used for any purpose other than for residential purposes. No building, structure or improvements shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling not to exceed height as authorized by zoning, governmental approvals or other regulations, applicable to said Lot. All Lots must have a minimum of a two-car garage. Carports are not permitted. Any further additional improvements must be approved in writing by the ACC (hereafter defined) prior to commencement of construction.

(c) Commercial Use/Nuisance Prohibited. No residence or other structure on any Lot shall be used for commercial or business purposes that require the ingress and egress of the general public or excessive deliveries of vendors. Each Owner shall refrain from any act or use of a Lot which could reasonably cause embarrassment, discomfort, annoyance or a nuisance to the neighborhood or any other Owner. No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon

which may be or may become an annoyance or nuisance to the neighborhood. Firearms, fireworks or pyrotechnic devices of any kind or size, and any other similar inherently dangerous activities shall not be pursued or undertaken on any Lot or upon any Common Areas. Nothing shall be done or kept within the Common Areas, or any other portion of the Community, including a Home or Parcel which will increase the rate of insurance to be paid by the Association. No rubbish of any character whatsoever, nor any substance, thing or material shall be kept upon any Lot which would be unsightly, or which will emit foul or noxious odors, or that will cause any loud noise that will or might disturb the peace and quiet of the occupants of any surrounding Property.

(d) Temporary Structures, Outbuildings, Athletic Equipment. No temporary structure such as but not limited to, storage shed, basketball goal (either temporary or permanent type), baseball or tennis pitching machines, nets or batting cages, trampolines, trailer, tent, shack, mobile home, boat or recreational vehicle shall be permitted on any Lot at any time, or used on any Lot at any time as a residence, either temporarily or permanently, except as otherwise expressly authorized herein. With the exception of household barbecue grills containing propane tanks, no gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any residential structures built on the Property or any ancillary buildings, and except for household barbecue grills containing propane tanks, all gas tanks, gas containers and gas cylinders shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground only if enclosed on all sides by landscaping or a decorative wall approved by the Architectural Control Committee hereinafter referred to prior to installation. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from the street in a manner approved in writing by the Architectural Control Committee and shall be approved in writing prior to installation.

(e) Damage to Buildings. In the event a dwelling unit located on a Lot is damaged, through an act of God or other casualty, the Lot Owner upon which the dwelling unit is located shall promptly cause his dwelling unit to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the Association to enforce this provision so that each Lot Owner complies with this responsibility to repair and rebuild. To accomplish the requirements of this Section, each Owner shall insure his dwelling unit at the highest insurable value.

(f) Commercial Trucks, Trailers, Campers and Boats. No trucks in excess of three-quarters (3/4) ton, vehicles containing commercial lettering, vehicles including vans used for commercial purposes, campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot, except only during the periods of approved construction on said Lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services. Non-commercial vans used for personal purposes shall not be prohibited as long

as there is no commercial lettering, logo or equipment contained in or on such vehicle with the exception of City, County or State law enforcement vehicles.

(g) Fences/Walls/Screens. No fence, wall, or other structure shall be erected in the front yard, back yard, or side yard setback areas, except as originally installed by Developer or its assignee, or except any fence approved by the Architectural Control Committee prior to installation. No chain link fencing of any kind shall be permitted. All screening and screened enclosures shall have the prior written approval of the Architectural Control Committee.

(h) Garbage and Trash Disposal. No garbage, refuse, trash, or rubbish shall be deposited on any Lot except in areas designated for such purpose; provided, however, that the requirements from time to time of the applicable City or County for disposal or collection of same shall be complied with. All equipment for storage or disposal of such material, such as but not limited to trash containers or plastic bags, shall be kept in a clean and sanitary condition, and shall be shielded from the view of adjacent properties and streets and always be stored out of public view except after 6:00 p.m. on the evening prior to and on the day of garbage and trash pick-up days including, but not limited to, recycling pick-up items.

(i) Drying Areas. There shall be no outside drying areas for clothing, laundry, or wash so as to be visible outside the Home.

(j) Lawful Conduct. No immoral, improper, offensive or unlawful use shall be made of any Lot or other improvements. All valid Laws shall be strictly observed and any unlawful activities shall be reported to the local law enforcement department when observed.

(k) Window; Air-Conditioners. Within thirty (30) days of purchase, a Lot Owner shall install tasteful drapes, curtains, blinds or other tasteful window treatment. No security bars shall be placed on the windows of any home without the prior written approval of the Architectural Control Committee. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the Architectural Control Committee. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the Architectural Control Committee. The Lot Owner is responsible for caulking or re-caulking all windows to insure water tightness. The Lot Owner is also responsible for the maintenance of window treatments, such as but not limited to, tasteful drapes, curtains or window blinds. As used herein, the term "Window Treatment" is limited to traditional window coverings, and excludes, without limitation, sheets, toweling, newspaper, aluminum foil, cardboard or other similar temporary covering. A Lot Owner may not install window, or through-the-wall, or on the roof, air-conditioning unit(s) or exhaust fan or any other type of fan at any time without the written approval of the Architectural Control Committee, which approval can be

(r) Holiday Lights and Other Lighting. Holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted and approved in writing by the Architectural Control Committee prior to installation. The installation period shall commence on the Thanksgiving Holiday and shall end no later than January 15th of the following year. The ACC may establish standards for holiday lights and the ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home(s)).

(s) Garages. When each Home has its own garage, no garage shall be converted into a general living area unless specifically approved in writing by the Architectural Control Committee. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

(t) Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Developer, administrative offices of Developer or Builders, no commercial or business activity shall be conducted in any Home or upon any of the Common Areas within the Community. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees customers, and clients shall not be permitted to meet with Owners in homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within the Community. No solicitors of a commercial nature shall be allowed within the Community, without the prior written consent of the Association. No day care center or facility may be operated out of a Home.

(u) Minor's Use of Facilities. Parents or Guardians shall be responsible for all actions of their minor children at all times in and about the Community including, but not limited to Common Areas. Developer and Association shall not be responsible for any use of the Association facilities or Common Areas by anyone, including minors.

(v) Roadways. The Community will contain private roads.

Section 10. Animals. No animals, livestock or poultry shall be raised, bred or kept anywhere within the Property, except a maximum of two (2) dogs and a maximum of two (2) cats. Other customary household pets may be kept on Lots subject to rules and regulations adopted by the Association and as permitted by County ordinances, provided such animals are not kept, bred or maintained for any commercial purpose. The first Owner of a Lot may keep any domesticated dogs exceeding the maximum of two (2) dogs which he/she may own at the time of purchase; however, the maximum quantity of any pre-owned dogs is three (3) and a cat is two (2) and replacement of any such dog or cat and any subsequently owned dogs or cats shall be limited in number as two (2) dogs and two (2) cats. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall

granted or withheld in its reasonable discretion.

(l) Violations. In the event of a violation of these covenants and restrictions, or of any rule properly promulgated by the Board of Directors of the Association, the Association may, as an additional remedy, provide written notice of the violation to the Owner of record and, if the said violation shall continue for a period of seven (7) days from the receipt of the written notice, subject to notice and hearing as required by law, the Owner may be assessed an amount up to One Hundred Dollars (\$100.00) per violation or the maximum amount allowed by law, if such amount is greater. This assessment shall be considered the same as specific assessments and may be enforced in the same manner, including filing and foreclosure of lien on the Property by the Association.

(m) Mailboxes. The Board of Directors, from time to time may regulate the type, or location, of individual mailboxes. To the extent there are individual mailboxes, the costs of installation, maintenance, repair and replacement shall be that of the individual Owner using the mailbox. In the event the Developer or the Association shall ever create mailbox facilities that are consolidated, and serving multiple Owners, then in such event the cost of installation, maintenance, repair and replacement shall be that of the Association.

(n) Wells and Septic Tanks. Except as may be installed by Developer and except for irrigation wells which may be installed by the Developer, no individual wells will be permitted on any Lot and no individual septic tanks will be permitted on any Lot.

(o) Swimming and Boating. Swimming will not be permitted in any waterbody within the common areas of the Association. No boating (including but not limited to canoes, kayaks, jet skis, gas or electric boats, or sailboats) on the lakes and waterbodies within the common areas of the Association is permitted.

(p) Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the Architectural Control Committee. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season. Any such approved hurricane shutters may be installed or utilized up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event.

(q) Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Home or Lot, unless approved in writing by the Architectural Control Committee.

be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within a yard of a Home which contains an invisible fence in the front of the lot and/or other type of fencing in the rear of the lot. No pet or animal shall be "tied out" on the exterior of the Home Lot or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home Lot. All pets shall defecate only on the Owner's Home Lot or a designated dog walk area. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of his/her pet.

Section 11. Parking Rights, Vehicle Repairs. There shall be no parking on any grass or landscaped area, sidewalks, Common Property, or any portion of a Lot other than the driveways and garages constructed for such purpose. No vehicles, of any type, shall be allowed to be parked in the street overnight. No motor vehicle, motor home, boat or other equipment shall be parked, repaired, serviced, painted, dismantled, rebuilt, or constructed upon the Property, unless such activities are conducted within an enclosed garage and are completely screened from view. No vehicles displaying commercial advertising shall be parked within the public view and no vehicles bearing a "for sale" sign shall be parked within the public view anywhere within the property. For any Owner who drives an automobile issued by the County or other governmental entity, such as but not limited to police cars, such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Home. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation or repair by Developer or Builders of Homes, Common Areas, or any other Association facility. While the Developer still owns Lots for sale, or under construction on the Property, Developer shall have the right to set aside areas for its exclusive use on the Property for business and customer parking.

Section 12. General Restrictions. Except as expressly provided in this Declaration or with the Association's prior written consent or in accordance with the Association's rules and regulations:

(a) Obstructions. There shall be no obstruction of the Common Property nor shall anything be kept or stored on the Common Property.

(b) Alterations. Nothing shall be altered on, constructed upon, or removed from the Common Property.

(c) Activities. No activity shall be permitted in or upon the Common Property.

(d) Signs and Flags. Subject to the Association's right to reasonably approve the form or type of signage, an Owner may install a single Lot "For Sale" sign, not to exceed 2' x 2', indicating that the property is for sale or for lease, but no other signs of any kind, or pendants, flags, or other commercial displays shall be displayed to the public view

within the Property except those as may be allowed upon application to and approval of the Architectural Control Committee, or used by the Developer incident to development and sales. Notwithstanding the foregoing, any Owner may display one portable, removable United States flag in a respectful manner, consistent with Title 36 U.S.C. Chapter without prior written ACC approval and further upon condition that the United States flag is well maintained at all times. Decorative flags which are not larger than 24" x 36", attached to a Home and displayed for the purpose of a holiday, shall be permitted without prior written ACC approval as long as the decorative flag is removed no more than seven (7) days after the specific holiday for which it was displayed. Any other decorative flag must have written ACC approval prior to installation.

(e) Waterbodies. The Board of Directors from time to time may regulate and/or prohibit any and all uses and activities in, upon and about any waterbody situated in whole or in part on the Common Property.

(f) Completion and Sale of Property. No person or entity shall interfere with the completion and sale of Homes within the Community. Without limiting the foregoing, each Owner, by acceptance of a deed, agrees that picketing and posting negative signs is strictly prohibited.

Section 13. General Prohibitions and Indemnity. No activity is permitted, nor shall any object or substance be kept, stored or emitted, anywhere within the Property in violation of law. No noxious, destructive or offensive activity is permitted anywhere within the Property, nor shall anything be done therein that may constitute an annoyance or nuisance to any Owner or to any other Person at any time lawfully residing within the Property. Each Owner shall defend, indemnify and hold the Association and all other Owners harmless against all loss from any such damage or waste caused by such Owner, or by any family or household member residing on such Owner's Lot. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of any unintentional act or omission for which such Owner is responsible under this Section. The indemnification provisions of this Section shall in no way be construed to make an Owner an insurer of the Association or the Common Property. The Association shall be responsible for insuring itself and the Common Property all in accordance with this Declaration.

Section 14. Rules and Regulations. No Owner or other Person residing within the Property or invitees shall violate the Association's rules and regulations for the use of the Lots or the Common Property, and all Owners and other Persons residing within the Property, and their invitees, at all times shall do all things reasonably necessary to comply with the same. Wherever any provision of this Declaration, or any Future Declaration, prohibits any activity, condition or structure within the Property except as permitted by the Association's rules and regulations, such restriction or prohibition is self-executing until the Association promulgates rules and regulations expressly permitting such activities. Without limitation, any rule or regulation shall be deemed "promulgated" when posted conspicuously at such convenient location within the Property as the

Association from time to time may designate for such purpose.

Section 15. Ownership Rights Limited to those Enumerated. No transfer of title to any Lot shall pass any rights in and to the Common Property except as expressly enumerated in this Declaration or any applicable Future Declaration. No provision in any deed or other instrument of conveyance of any interest in any Lot shall be construed as passing any such right, title and interest except as expressly provided in this Declaration or applicable Future Declaration. The conveyance of the Common Property to the Association shall vest in the Association exclusively all riparian rights in and to any stream, pond, lake or other waterbody situated thereon, in whole or in part, notwithstanding the fact that any Lot is shown or described as abutting the same. Such conveyance additionally shall vest in the Association the underlying fee simple title or right of reverter, as the case may be, to any street, utility easement or other area dedicated to public use and situated upon, or abutting, the Common Property, notwithstanding the fact that any Lot also is shown or described as abutting the same.

Section 16. Provisions Inoperative as to the Work. Nothing contained in this Declaration shall be interpreted, construed or applied to prevent Developer, its transferees, 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, or its transferees, whatever they determine to be reasonably necessary or convenient to complete the Work, including:

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

(b) Conducting thereon its or their business of completing the Work, establishing the Property as a residential community, and disposing of the same in parcels by sale, lease or otherwise; or

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

As used in this Section, the term "its transferees" specifically does not include purchasers of Lots improved as completed residences. Developer hereby reserves temporary easements over, across and through the Common Property for all uses and activities necessary or convenient for completing the Work, such easements to be exercised so as not to cause any material damage to the Common Property, or to interfere unreasonably with any use of the Common Property, from time to time authorized by the Association. Such easements shall continue so long as Developer prosecutes the Work with due diligence and until Developer no longer offers any Lot within the Property for sale or lease in the ordinary course of Developer's business.

Section 17. Access by Certain Parties. The United States Postal Service, the Association,

and all other public and quasi-public agencies and utilities furnishing any service to the Association or to any Lot within the Property, are hereby granted a non-exclusive easement of vehicular and pedestrian ingress and egress for the purpose of providing such service in a reasonable manner over, across and through such portions of the Common Property that from time to time are improved or maintained for such purpose. Every public or private agency furnishing police, security, fire, ambulance and other emergency services and any public or private agency furnishing trash and/or garbage removal services to any Lot within the Property, or to any Person within the Property, is hereby granted a non-exclusive easement for pedestrian and vehicular ingress and egress over, across and through the Common Property to the extent reasonably necessary to provide such service, and shall include the right of access by meter readers, utility personnel and inspection officers.

Section 18. Access by Association. The Association has a right of entry onto the exterior of each Lot to the extent reasonably necessary to discharge its duties of exterior maintenance, if any, and into the interior of each Lot for the purpose of servicing the utility easements described in Article II, Section 7(b), or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by this Declaration. Such right of entry shall be exercised in a reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into any improvement upon any Lot shall not be made without the consent of its Owner or occupant for any purpose, except pursuant to Court order or other authority granted by law. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees and contractors. The Developer also hereby reserves the same rights of access afforded the Association hereunder, including without limitation, a right of entry over the roads, common property, and over the surface areas of the individual Lots, after Developer has transferred control of the Association, to allow it to inspect, to do work, or to complete performance of any obligations hereunder, or those made by contract or otherwise affecting the Property.

Section 19. Enforcement. All of the restrictions contained herein shall be enforceable by specific performance and injunctive relief. Additionally, any commercial, recreational or other vehicle parked, stored, repaired, serviced, painted, dismantled, rebuilt, constructed or operated in violation of the restrictions provided in this Declaration or in violation of any reasonable rules and regulations adopted by the Association from time to time may be towed away or otherwise removed by or at the request of the Association, and the Owner of the Lot to whom such vehicle belongs or to whom the operation of such vehicle is a family member, guest or invitee shall reimburse the Association for any costs incurred by the Association and the Association shall have a lien right against such Lot to enforce collection of such reimbursement. Any cost or expense not incurred by, or the responsibility of, the Association but necessary to recover of the towed or removed vehicle shall be borne sole by the Owner or the operator of the towed or removed vehicle.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot is a member of the Association. If title to a Lot is held by more than one Person, each such Person is a member. An Owner 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 record conveyance of title to that Lot. No Person other than an Owner may be a member of the Association, and a membership in the Association may not be transferred except by the transfer of title to a Lot; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

Section 2. Voting. The Association has two (2) classes of membership, Class "A" Members and Class "B" Members, as follows:

(a) Class "A." Class A Members shall be all Owners with the exception of the Class "B" Member, if any. Class "A" Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership under Section 1 hereof; provided, however, there shall be only one (1) vote per Lot. In any situation where a Person is entitled personally to exercise the vote for his Lot and more than one (1) Person holds the interest in such Lot required for membership, the vote for such Lot shall be exercised as those Persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it.

(b) Class "B." The Class "B" Member shall be the Developer, its successors or assigns. The Class "B" Member shall have three (3) votes for each Lot which it owns until the end of the Class "B" Control Period, as hereafter defined. Thereafter, the Class "B" Member shall have one (1) vote for each Lot which it owns. Other rights of the Class "B" Member, including the right to approve actions taken under this Declaration and the By-Laws, are specified elsewhere herein and the By-Laws. The Class "B" Member shall be entitled to appoint a majority of the members of the Board of Directors during the Class "B" Control Period, as hereafter defined; provided, however, in the event the Class "B" Member fails to exercise this power within thirty (30) days after a vacancy occurs on the Board for which the Class "B" Member would be entitled to appoint a successor, the Class "B" Member shall be deemed to have waived its right to appoint such a successor. In such case, the voting members representing the Class "A" Members may act to call a special meeting of the Association (in accordance with Article III of the By-Laws) for the purpose of electing a successor to serve the remainder of the unexpired term of the vacating director. Thereafter, the voting members representing the Class "A" Members shall be entitled to elect a successor to the director who filled the vacancy in accordance with the By-Laws in addition to those directors the voting members may be entitled to elect under the By-Laws.

Section 3. Definition of Class "B" Control Period. The Class "B" Control Period shall commence with the execution of this Declaration by Developer and expire upon the first to occur of the following:

(a) Three (3) months after ninety (90%) percent of the Lots in all phases that will ultimately be operated by the Association have been conveyed to Owners other than the Developer, any builders, contractors or other parties who purchased a Lot for the purpose of constructing improvements thereon for resale;

(b) Seven (7) years after the date this Declaration is recorded in the public records of the county where the property is located; or

(c) When, in its discretion, the Class "B" Member so determines.

Section 4. Amplification. The provisions of this Declaration are amplified by the Association's Articles of Incorporation and By-Laws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Declaration or any Future Declaration. Developer intends that the provisions of this Declaration on the one hand, and the Articles of Incorporation and By-Laws on the other, be interpreted, construed and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Developer intends that the provisions of this Declaration or any Future Declaration control anything in the Articles of Incorporation or By-Laws to the contrary.

ARTICLE IV RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Property. Subject to the rights of Owners set forth in this Declaration and any Future Declaration, the Association has exclusive management and control of the Common Property and all improvements thereon and all furnishings, equipment and other personal property related thereto. The Association shall keep the foregoing in good, clean, substantial, attractive, sanitary and serviceable condition, order and repair. The Association's duties with respect to the Common Property include the management, operation, maintenance, repair, servicing, replacement and renewal of all improvements, equipment and personal property installed thereon by Developer as part of the Work. The Association's duties also include the duty to repair under the circumstances outlined in this Article. Common Property shall specifically include:

- Streets and sidewalks
- Entrance and perimeter walls and fencing
- Street traffic and signage

- Entrance features, signage, irrigation and landscaping on common areas
- Retention areas, and all stormwater conveyance, control structures and collection facilities
- Conservation areas and buffers in accordance with the conditions and restrictions of the applicable County
- Street lights
- Any retaining walls surrounding the development.

The Association shall not dissolve or dispose of any common open space or improvements except to an organization concerned or designed for the continued maintenance in accordance with the requirements of the original development approval.

Section 2. Lot Maintenance:

- (a) All Owners shall mow and maintain Lots, including but not limited to, utility easements immediately adjacent to the specific Lot so as not to detract from value of surrounding area.
- (b) All Lots together with the exterior of all improvements (if any) located thereon, shall be maintained in a neat and attractive condition by the respective Owners. Such maintenance shall include, but not be limited to painting, repairing, replacing, and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, turf, walks and other exterior improvements.
- (c) In the event the Owner shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Association, after approval by a majority vote of its Board of Directors, following notice to the affected Owner and a hearing as required by law, to fine the Owner, to suspend rights as authorized by law, or the Association shall have the right, through its agents and employees, to enter upon said Lot and the exterior of the buildings and any other improvements erected thereon and perform such maintenance as approved by the Board. The cost of such exterior maintenance shall be added to and become part of an assessment to which such lot is subject and Owner shall be personally liable to the Association for the costs of such maintenance, and the costs, until paid, shall be a permanent charge and lien upon such lot. Entry to perform maintenance shall be only between the hours of 8:00 a.m. and 6:00 p.m. on any day except Sunday. Such entry as herein provided shall not be a trespass, nor shall the Association be liable for doing anything reasonably necessary or appropriate in connection with carrying out these provisions.

Section 3. Services. The Association may obtain and pay for the services of any person to manage its affairs to the extent it deems advisable, as well as such other personnel as the Association determines are necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any person

with whom it contracts. Without limitation, the Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration, any Future Declaration, or its Articles, By-Laws, rules and regulations. The Association may contract with others to furnish lawn care, Common Property maintenance, and any other services or materials, or both, to all Lots, or to any group of Lots; provided, however, if such services or materials, or both, are furnished to less than all Lots, then:

(i) only those Lots enjoying the benefit thereof shall be assessed for the cost thereof, as provided in this Declaration; and

(ii) provided further, each such Owners consent shall be required.

Section 4. Personal Property. The Association may acquire, hold and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Association's By-Laws.

Section 5. Rules and Regulations. The Association from time to time may adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Lots, the Common Property, or any combination thereof, which rules and regulations shall be consistent with the rights and duties established by this Declaration, and any applicable Future Declaration. The validity of the Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community. All rules and regulations initially may be promulgated by the Board of Directors, subject to amendment or rescission by a majority of both classes of membership present and voting at any regular or special meeting convened for such purposes. The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of such Owners choosing.

Section 6. Implied Rights. The Association may exercise any other right, power or privilege given to it expressly by this Declaration, any Future Declaration, its Articles or By-Laws, and every other right, power or privilege reasonably to be implied from the existence of any right, power or privilege so granted or reasonably necessary to effectuate the exercise of any right, power or privilege so granted.

Section 7. Restriction on Capital Improvements. Except for replacement or repair of items installed by Developer as part of the Work, and except for personal property related to the Common Property, the Association may not authorize capital improvements to the Common Property without Developer's consent until termination of the Class "B" Control Period as described in Article III. At all times hereafter, all capital improvements to the Common Property, except for replacement or repair of those items installed by Developer as part of the Work and except for personal property related to the Common Property shall be approved by eighty (80%) percent of each class of members who are present in person or by proxy and voting at a meeting.

either party may, at any time after filing in a court of competent jurisdiction, the same will be submitted to the court for an order for mediation or arbitration as the court shall determine.

Section 9. Surface Water/Stormwater Management System.

(a) The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the Southwest Florida Water Management District Permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. Maintenance of the surface water or stormwater management system(s) shall mean exercise of practices which allow the systems to provide drainage, water storage, treatment, conveyance or other surface water or stormwater management capabilities as permitted by the Southwest Florida Water Management District. The Association shall be responsible for such maintenance and operation of the surface water management system facilities, including all inlets, ditches, sales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas. The Association may contract for services to provide for operation and maintenance of the surface water management system facilities if the Association contemplates employing maintenance company. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved by the Southwest Florida Water Management District.

(b) No structure of any kind shall be constructed or erected within, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas or the surface Water/Stormwater Management System, nor shall any grading, alteration, or other modifications to these areas be made without the prior written permission of the Association, any governmental entity having jurisdiction and the Southwest Florida Water Management District.

(c) No Owner shall in any way deny or prevent ingress and egress by the Developer, the Association, the City, County, or the Southwest Florida Water Management District to any drainage areas or the Surface Water/Stormwater Management System for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of the Developer, the Association, the City, County or Southwest Florida Water Management District, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(d) No Lot shall be increased in size by filling in any drainage areas or other portion of the Surface Water/Stormwater Management Systems. No Owner shall fill, dike, rip-rap, block, divert or change the established drainage areas or the Surface Water/Stormwater Management System without the prior written consent of the Association, the appropriate governmental permitting agency, and the Southwest Florida Water Management District.

(e) Any wall, fence, paving, planting or other improvement which is placed by an

duly convened for such purpose, as provided in this Declaration.

Section 8. Dispute Resolution. In the event of any dispute or disagreement ["Dispute"] arising relative to the enforcement of the terms and provisions of the Declaration and other related documents for matters pertaining to the creation, development or operation of CARROLLWOOD CROSSING or the Association, if not resolved by mutual agreement, the same shall be submitted to mediation by an independent professional mediator selected by the party first demanding mediation. This mediation shall take place at a mutually agreed location, and absent agreement shall take place at a site or location selected by the mediator. Mediation shall be a precondition of any arbitration. The expense of mediation shall be borne by the party first demanding mediation. In the event any Dispute is not resolved by mediation, said Dispute, including but not limited to those arising from or relating to any aspect of this Declaration, Articles of Incorporation, or By-Laws, all as the same may be amended from time to time, or the enforcement thereof, or the creation, development or operation of CARROLLWOOD CROSSING, or the Association, and including disputes pertaining to the applicability or enforceability of this arbitration provision will be submitted to final and binding arbitration in accordance with then existing rules of the American Arbitration Association ["AAA"], or its successors. The parties agree that any such arbitration shall begin no later than sixty (60) days after a party makes demand therefore, and shall be completed no later than five (5) days thereafter, except for cause as determined solely and exclusively by the arbitrator. The arbitrator shall issue a decision within ten (10) days of the completion of the arbitration hearing. The parties shall originally split evenly the cost of the arbitrator, but upon determination of fault or liability by the arbitrator, the non-prevailing party shall be liable for reimbursement to the prevailing party upon demand for all costs paid to the arbitrator, and in addition all costs and fees incurred by the prevailing party incident to the arbitration. The arbitrator's decision shall be final and binding, and shall also be fully enforceable and subject to an entry of judgment by a court of competent jurisdiction. The arbitrator shall have the authority to award reasonable attorneys' fees and expenses to the prevailing party as herein above provided. Notwithstanding the foregoing, nothing herein shall preclude the parties from seeking injunctive relief from a court of competent jurisdiction for matters specifically envisioning injunction, nor shall the same apply to: (a) actions brought by the Association to foreclose liens, actions brought by the Association for imposition and collection of assessments, proceedings involving challenges to ad valorem taxation, or counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the Developer while the Developer is in control of the Association, and thereafter shall not be amended except by an affirmative vote of eighty (80%) percent of each class of members. The Board of Directors for the Association may not, without the prior approval of eighty (80%) percent of the Association, utilize any reserves or accrued surplus for legal fees incident to mediation, arbitration, or any litigation, other than matters (a) relating to assessments or collection of assessments; or (b) enforcement of the rules and regulations of the Association. Anything herein to the contrary notwithstanding, it is further understood that applicable Florida law provides that homeowners' association documentation cannot preclude the homeowners' association from instituting litigation against any developer, but the parties agree, to the extent such litigation is issued, that

Owner within a drainage area, drainage easement, or the Surface Water/Stormwater Management System including, but not limited to, easements for maintenance or ingress and egress access, shall be removed, if required by the Association or the Southwest Florida Water Management District, the cost of which shall be paid for by such Owner as a Special Assessment.

(f) The Southwest Florida Water Management District and any governmental entity having jurisdiction shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Surface Water/Stormwater Management System.

(g) No Owner of property within the Property may construct or maintain any building, dwelling unit, or structure, or perform any activity in the wetlands, drainage easement, buffer areas, and upland conservation areas described in the approved Permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District and pursuant to Ch. 40, Fla. Adm. Code.

(h) Lot owners shall not remove native vegetation [including cattails] that becomes established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot owners shall address any questions regarding authorized activities within the wet detention ponds to the Southwest Florida Water Management District, Tampa Service Office, Surface Water Regulation Manager.

(i) The District has the right to take enforcement measures, including a civil action for injunction and/or penalties against the Association to compel it to correct any outstanding problems with the surface water management system facilities. Any amendment of the Declaration of protective covenants, deed restrictions or declaration of condominium affecting the surface water management system facilities shall have the prior written approval of the District. If the Association ceases to exist, all of the lot owners, parcel owners or unit owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility as explained in subsection 2.6.2.2.4.h.

(j) For projects which have on-site wetland mitigation as defined in Section 1.4.24 which requires ongoing monitoring and maintenance, the declaration of protective covenants, deed restrictions or declaration of condominium shall include a provision requiring the Association to allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is successful in accordance with the Environmental Resource Permit.

ARTICLE V
COVENANT FOR ASSESSMENTS

Section 1. Assessments Established. For each Lot owned within the Property, Developer hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay the following dues, assessments and charges to the Association: an Annual General Assessment, as defined in Section 2 of this Article; Special Assessments for Capital Improvements, as defined in Section 5 of this Article; Special Assessments for property taxes levied and assessed against the Common Property as defined in Section 4 of this Article; Specific Assessments against any particular Lot that are established pursuant to any provision of this Declaration or applicable Future Declaration as provided in Section 6 of this Article; assessments for the cost of maintenance and operation of the Surface Water or Stormwater Management system, as set forth herein, and as specifically provided for in Article IV above, and all excise taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article, and any and all assessments due or payable under any Community Development District or Master Association pertaining to the said Property.

All of the foregoing, together with interest at eighteen (18%) percent per annum as computed from the date the delinquency first occurs 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; provided, however, in no event shall this interest rate exceed the maximum allowable by law. 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 who was the Owner of such Lot when such assessment arose. Such personal obligation for delinquent assessments shall not pass to an Owner's successors in title who are not affiliated with the Owner or related to the Owner by marriage, blood, or adoption, unless assumed expressly in writing; however, the above referred to lien shall continue to be enforceable against the Lot. No First Mortgagee who obtains title to a Lot pursuant to the remedies provided in the First Mortgagee's mortgage shall be liable for unpaid assessments due the Association which accrued prior to such acquisition of title.

Section 2. Purpose of Assessments: Annual Budget; Annual General Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents within the Property and for the operation, management, maintenance, repair, servicing, renewal, replacement and improvement of the Common Property and for the operation of the Association and to fulfill the terms and provisions of this Declaration, the Articles of Incorporation and the By-laws, as from time to time amended. Each Lot shall be assessed for this purpose by an "Annual Assessment" composed of the Annual General Assessment and which shall be based upon the annual costs necessary to provide the service for which the assessment is made.

The Association shall prepare an annual budget, which must reflect the estimated

revenues and expenses for that year and the Year End Financial Report shall be prepared by a Certified Public Accountant and reflect the estimated surplus or deficit as of the end of the current year. The budget may contain reserves for capital improvements. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Developer, or another party. The Association shall provide each Owner with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Owner. The copy must be provided within ten (10) days after receipt of written request.

Assessments shall be in a equal amount for each Lot, with the exception of any Special Assessments, which shall be specific to the Lot being assessed. The Annual General Assessment shall be made on a calendar year basis, collected quarterly unless the Board shall determine otherwise as provided in Section 3 below.

To effectuate the foregoing, the Association shall levy the Annual General Assessment composed of the following:

- (a) Annual General Assessment. An Annual General Assessment to provide and be used for the operation, management, maintenance, painting, repair and servicing of the property, services and facilities related to the use and enjoyment of the Common Property, including the payment of taxes and insurance on the Common Property and the cost of labor, equipment, materials, management and supervision thereof, and all other general activities and expenses of the Association (including reserves for any and all of the foregoing).
- (b) Special Assessments. To the extent the Annual General Assessment fails to provide sufficient funds for the purposes set forth above, Special Assessments may be adopted upon approval of eighty (80%) percent of each Class of Members.

Section 3. Maximum Annual General Assessment. The amount of the Annual General Assessment, as determined generally in accordance with the foregoing Section 2, shall be fixed by the Board of Directors at least thirty (30) days in advance of each annual assessment period, which period shall be the calendar year. Written notice of the assessment shall be given to every Owner. The Annual General Assessment shall be payable annually in advance on the 1st business day of each January, unless the date is otherwise established by the Board of Directors from time to time. The Board of Directors of the Association may in its own discretion amend the manner in which assessments are collected to quarterly, semi-annually, annually, or any other manner as may be required to fit the needs of the Association. If any Owner defaults in payment of any installment for a period of thirty (30) days, the Association, at the option of the Board of Directors, may declare the unpaid balance immediately due and payable.

The Board of Directors may fix the Annual General Assessment at an amount not in excess of the maximum. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may not be increased

above twenty (20%) percent absent a vote of eighty (80%) percent of the entire membership of each class, at a meeting duly convened for this purpose excluding any increases in utility charges, bulk cable TV and/or Association Insurance Premiums.

Section 4. Property Taxes. Because the interest of each Owner in the Common Property is an interest in real property appurtenant to each Lot, and because no person other than an Owner has the right to the beneficial use and enjoyment of the Common Property, Developer intends that the value of the interest of each Owner in the Common Property entitled to its use be included in the assessment of each such Lot for local property tax purposes. Developer further intends that any assessment for such purposes against the Common Property shall be for a nominal amount only, reflecting that the full value thereof is included in the several assessments of the various Lots. If the local taxing authorities refuse to so assess the Common Property with the result that local real property taxes in any given year are assessed to the Association with respect to the Common Property in excess of Five Hundred Dollars (\$500.00), then the amount of such excess may be specially assessed by the Board of Directors, in its discretion, in the following manner: the amount of such excess with respect to the Common Property shall be divided by the number of Lots within the Property, and the quotient shall be the amount of such special assessment against each Lot. In the Board's discretion, such special assessment may be payable in a lump sum within thirty (30) days after notice or may be amortized without interest over such number of months as the Board deems advisable. Each year the Board shall determine whether such assessment shall be levied, and its amount, within forty-five (45) days after receiving notice of the amount of taxes due. Such special assessment is not an increase in the Annual Assessment subject to the limitations of the preceding section of this Article.

Section 5. Special Assessments for Capital Improvements. In addition to the Annual Assessment, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, renewal, repair, or replacement of a capital improvement upon the Common Property, including related fixtures and personal property, provided that any such assessment with respect to the Common Property is approved by eighty (80%) percent of the entire membership of each class of members who are present in person or by proxy and voting at a meeting duly convened for such purpose, and further provided that after the assessment is approved, the funds thereunder shall not be expended, nor shall contracts be entered into for such work, until funds are collected under the Special Assessment, up to a minimum of one hundred ten (110%) percent of the anticipated capital expense, to insure that the Association does not incur liabilities prior to funding, and to further insure that most Owners are making the payment(s).

Section 6. Specific Assessments. Any cost or expense required to be paid by an Owner related solely to such Owner or its Lot, and any and all other accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration or any applicable Future Declaration, including any indemnity contained herein, or by contract express or implied, or because of any act or omission of any Owner or of any Owner's family, household members or

invitees, also shall be assessed by the Association against such Owner's Lot after such Owner fails to pay the same when due and such default continues for thirty (30) days after written notice.

Section 7. Uniformity of Assessments. The Annual Assessment and any Special Assessment for Capital Improvements shall be uniform throughout the Property.

Section 8. Developer's Assessment. Notwithstanding the foregoing requirement of uniformity, or any other provision of this Declaration, or of the Association's Articles of Incorporation or By-Laws, to the contrary, the Developer shall be excused from the payment of its share of operating expenses and assessments (including, without limitation, the assessments described in Article V, Section 1 hereof) during the Class "B" Control Period, provided that Developer shall pay any operating expenses incurred by the Association that exceed the assessments receivable from other Owners and other income of the Association. Upon transfer of title of a Developer-owned Lot, such Lot shall be assessed in the applicable amount established against Lots owned by the Class "A" members of the Association, prorated as of, and commencing with, the date of transfer of title. Notwithstanding the foregoing, those Lots from which Developer derives any rental income, or holds an interest as Mortgagee or contract seller, shall be assessed at the same amount from time to time established for similar Lots owned by Class "A" members of the Association, prorated as of, and commencing with, the date of execution of the rental agreement or Mortgage, or the contract purchaser's entry into possession, as the case may be.

Section 9. Commencement of Annual Assessment. The Annual Assessment commences as to all Lots on day of closing, the transfer of title by Developer of a Lot to an Owner other than Developer. The first Annual Assessment against any Lot shall be due and payable and prorated as of the closing date. Regardless of when the Annual Assessment commences as to any Lot, such Lot shall be deemed "subject to assessment" within the provisions of this Declaration, the Association's Articles of Incorporation and By-Laws, from and after the date this Declaration has been Recorded. Upon demand, and for a reasonable charge, the Association shall furnish to any interested Person a certificate setting forth whether the Annual Assessment against a specific Lot has been paid and, if not, its unpaid balance. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

In addition to prorating annual assessments, upon the date of closing as herein above provided, there shall be due and payable at closing, in addition to prorating of the Annual Assessment, an initial, one (1) time assessment (the "Initial Assessment"), which shall be paid to the Association and may be used for normal operation purposes or as the Association may from time to time determine in an amount to be determined initially by the Declarant.

Section 10. Lien for Assessment. The Association shall have a lien for all unpaid assessments or other costs or charges hereunder for which a lien is authorized. Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments, together

with interest and all costs and expenses of collection, including reasonable attorneys' fees for negotiation, trial and appellate representation, which lien shall be prior and superior to all other liens, except (i) all taxes, bonds, assessments, and other levies which by law would be superior thereto, (ii) the lien or charge of any First Mortgage of record (meaning any recorded Mortgage with first priority over all liens and Mortgages) made in good faith and for value and (iii) any lien permitted pursuant to the Declaration.

Section 11. Remedies of the Association. Any assessment not paid within thirty (30) days after its due date bears interest at the rate of eighteen (18%) percent per annum from the due date; provided, however, in no event shall this interest rate exceed the maximum allowable by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose its lien against such Owner's Lot. No Owner may waive or otherwise escape liability for the Association's assessments by non-use of the Common Property or by abandonment of such Owner's Lot. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving or otherwise impairing the security of the Association's lien, or its priority.

Section 12. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees for negotiation, trial and appellate representation. All such costs and expenses are secured by the lien foreclosed. The Owner also is required to pay to the Association any assessments against the Lot that become due during the period of foreclosure, which also are secured by the lien foreclosed and shall be accounted and paid as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with such Lot as its owner for purposes of resale only. During the period in which a Lot is owned by the Association following foreclosure:

- (a) no right to vote shall be exercised on its behalf;
- (b) no assessment shall be levied on it; and
- (c) each other Lot shall be charged, in addition to its usual assessment, its pro-rata share of the assessment that would have been charged to such Lot had it not been acquired by the Association as a result of foreclosure. If any foreclosure sale results in a deficiency, the Court having jurisdiction of the foreclosure may enter a personal judgment against the Owner for such deficiency.

Section 13. Homesteads. By acceptance of a deed thereto, the Owner of each Lot is deemed to acknowledge conclusively that the Annual Assessment established by this Article is

provisions of this Declaration and any applicable Future Declaration; and, (ii) if the Board has not constituted itself as the Committee, approved by the Board prior to taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board in the name of the Association. Notwithstanding the foregoing, any architectural control review required by the Declaration shall be undertaken by the Owner in connection with any improvements and approval of any action by the Committee hereunder shall not be deemed approval under the Declaration. (b) No changes, alterations, additions, reconstruction, attachments or color change of any nature may be made to the exterior of any Lot, including that portion of any Lot not actually occupied by its improvements, except for replacement of items installed by Declarant as part of the Work; unless approved in writing by the Architectural Control Committee. The Committee's approval is not required for any changes, alterations, or additions within an enclosed rear entry patio, or entry area screened from view; provided, however, any trees or shrubs capable of attaining a height in excess of the walls, fencing or shrubbery as the case may be, not installed by Declarant as part of the Work are subject to Committee approval. No Owner may undertake any exterior maintenance of his/her Lot that is the duty of the Association, as provided by this Declaration, without the Committee's prior written approval. No exterior door or glass surface may be replaced by any Owner without the Committee's prior written approval unless the replacement is identical to that utilized by the Declarant as part of the Work. Nothing may be kept, placed, stored or maintained upon the exterior of any Lot, including any portion of any Lot not enclosed by its improvements thereon without the Committee's prior written approval unless it is within an enclosed yard, fully enclosed rear patio, or entry area screened from view. Notwithstanding any provision of this Declaration to the contrary, the Committee's approval is not required for any structure, use or activity expressly permitted by the Committee's promulgated rules and regulations.

Section 3. Procedure. All applications to the Committee for approval of any structure, use, activity, alteration, addition or color change required by the preceding section must be accompanied by detailed plans and specifications showing its nature, kind, shape, height, materials, location, color, approximate cost and estimated maintenance cost, together with such other drawings, documentation, models and information as the Committee reasonably may require. The Committee shall approve or disapprove the documents properly submitted to the Committee in writing within the sixty (60) days after receipt of such submission; provided, however, that failure to so act within said period shall not be deemed to be approval of the request submitted. The Committee's approval or disapproval must be in writing. If no application has been made to the Committee, an appropriate proceeding may be instituted at any time to enjoin or remove any structure, use, activity, alteration, addition or color change in violation of the prohibitions contained in the preceding section of this Article. The Association or any Owner additionally may resort immediately to any other lawful remedy for such violation. The Committee may deny any application upon the ground that the proposed structure, use, activity, alteration, addition, or attachment will create an unreasonable maintenance burden upon the Association or, such being the case, may condition its approval upon the Owner's assuming responsibility for its repair, maintenance and replacement. The Committee additionally may condition the approval of any application upon the Owner's providing reasonable security that the

for the improving and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead as provided in Article X, Section 4, of the Constitution of the State of Florida or any successor provision.

Section 14. Subordination of Lien. The lien for the assessments provided in this Article is subordinate to the lien of any First Mortgage to municipal utility, code enforcement, and any assessment lien arising pursuant to the Declaration. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer of any Lot pursuant to foreclosure of any First Mortgage, or any proceeding in lieu thereof, extinguishes the assessment lien as to payments that became due prior to such sale or transfer. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due, or from the lien thereof, nor does it relieve the Owner who incurred the liability of any personal liability therefrom. The Association shall report to any holder of an encumbrance on a Lot any assessments remaining unpaid for more than thirty (30) days and shall give such party thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided such encumbrancer first shall furnish the Association with written notice of the encumbrance, designating the Lot encumbered by a proper legal description and stating the address to which notices shall be given. Any encumbrances holding a lien on a Lot may pay, but is not required to pay, any amounts secured by the lien created by this Article; and, upon such payment, such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. The Board of Directors shall appoint as a standing committee an Architectural Control Committee (sometimes referred to herein as the "Committee" or "ACC"), composed of three (3) or more persons appointed by the Board, or, in the Board's discretion, the Board from time to time may constitute itself the Architectural Control Committee. No member of the Committee shall be entitled to compensation for services performed; but the Board may employ independent professional advisors to the Committee and allow reasonable compensation to such advisors from Association funds. Committee members need not be Owners but cannot be family related.

Section 2. Committee Authority. (a) The Committee has full authority to regulate the use and appearance of the exterior of the Property to: (i) assure harmony of external design and location in relation to surrounding buildings and topography; and (ii) to protect and conserve the value and desirability of the Property as a residential community. The power to regulate includes the power to prohibit those exterior uses or activities inconsistent with the provisions of this Declaration or any Future Declaration or contrary to the best interests of other Owners in maintaining the value and desirability of the Property as a residential community. The Committee may adopt, promulgate, rescind, amend and revise reasonable rules and regulations in connection with the foregoing; provided, however, such rules and regulations are: (i) consistent with the

contemplated work will be completed substantially in accordance with the plans and specifications submitted to the Committee. At the request of any Owner, the Association from time to time will issue without charge a written certification that the improvement and other exterior items situated upon such Owner's Lot have been approved by the Committee, if such is the case. The Committee from time to time may adopt, promulgate, rescind, amend and review rules and regulations governing procedure in all matters within its jurisdiction. If the Board of Directors does not constitute itself the Architectural Control Committee, then provision must be made for review by the Board of decisions of the Architectural Control Committee, or any subcommittee, at the request of the affected Owner, subject to such reasonable limitations and procedures as the Board deems advisable. The Board of Directors, or Architectural Control Committee, may appoint one or more persons to make preliminary review of all applications to the Committee and report such applications to the Committee with such person's recommendation for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board of Directors or the Architectural Control Committee deems advisable. In all events, the Association's procedures for review and enforcement of the architectural control provisions of this Declaration at all times shall provide any affected Owner with reasonable prior notice and a reasonable opportunity to be heard in Person and by a representative of such Owner's choosing.

Section 4. Standards. All actions by the Board of Directors or Architectural Control Committee with respect to architectural control shall: (i) assure harmony of external design, materials, and location in relation to surrounding buildings and topography within the Property; and (ii) protect and conserve the value and desirability of the Property as a residential community; and (iii) be consistent with the provisions of this Declaration; and (iv) be in the best interests of all Owners in maintaining the value and desirability of the Property as a residential community.

Section 5. Developer Consent and Reserved Rights. So long as Developer is a Class "B" Member of the Association, all actions of the Architectural Control Committee require Developer's written approval. The Developer is specifically exempt from the restrictions set forth in this Article VI and the Developer may approve construction plans as to any Lot.

ARTICLE VII OPERATION AND EXTENSION

Section 1. Effect Upon Platted Property. From and after the date this Declaration is Recorded, all of the Property shall be held, sold and conveyed subject to the provisions of this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding upon all parties having any right, title or interest therein, or any part thereof, their respective heirs, successors, and assigns, and shall inure to the benefit of the Association and each Owner.

Section 2. Acquisition of Additional Common Property. Developer may convey to the Association additional real property, improved or unimproved, located within the Property which, upon conveyance or dedication to the Association, shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all of the Owners.

Section 3. Withdrawal of Property. Developer reserves the right to amend this Declaration unilaterally at any time so long as it holds an unexpired right to unilaterally annex additional lands as provided in this Article, without prior notice and without the consent of any Person, for the purpose of removing certain portions of the Property then owned by Developer or its affiliates or the Association from the provisions of this Declaration to the extent originally included in error or to remove certain portions of the Property then owned by the Developer or its affiliates, but not property owned by the Association, as a result of any changes whatsoever in the plans for the Property desired to be effected by the Developer, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Property, and so long as such withdrawal is not contrary to the conditions of the original development order issued by the City or the County, and not contrary to the requirement that all common improvements are maintained in accordance with the original development approval.

Section 4. Amendment. This Article shall not be amended without the prior written consent of Developer, so long as the Developer owns any of the Property.

ARTICLE VIII INSURANCE AND CASUALTY LOSSES; CONDEMNATION

Section 1. Insurance. Insurance, other than title insurance, which shall be carried upon the Common Property, shall be covered by the following provisions.

(a) Authority to Purchase. All insurance policies upon the Common Property shall be purchased by the Association for the benefit of the Association. It shall not be the responsibility or the duty of the Association to obtain insurance coverage upon the personal liability, personal dwelling unit, personal property or living expenses of any Owner but the Owner must obtain such insurance at his/her own expense provided such insurance may not be of a nature to affect policies purchased by the Association. The Association shall insure common area property only, and shall not be required to insure Lots owned by individuals after Title has been transferred.

(b) Coverage:

(i) Casualty. All buildings and improvements in the Common Property and all personal property included in the Common Property shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and

be proceeds from insurance on account of the casualty and shall be deposited with the Association and shall be distributed to the Association and to any Owner who is directly, adversely affected by the condemnation, as their respective interests may appear.

Section 4. Insurance on Lots. Each Owner of a Lot shall be required to obtain and maintain adequate insurance coverage upon the Lot insuring the dwelling unit located thereon in an amount equal to the maximum insurable replacement value.

ARTICLE IX LEASES

In order to insure a community of congenial residents and occupants of the Lots and to protect the value of the Lots and further continuous harmonious development of the Property, the leasing of a Lot by any Owner other than the Developer shall be subject to the following provisions:

Section 1. Leases. A Lot shall not be rented for a period of time of less than one year, nor to more than one family pursuant to any single lease. Leases shall not be assignable except at the end of any one year term. A Lot shall not be rented without prior written approval by the Association, which approval shall not be unreasonably withheld. The Association shall have the right to require that a uniform form of lease be used by all Owners. The approval of any lease shall not release the Owner from any obligations under this Declaration. All lessees shall be fully bound by all of the terms and conditions of this Declaration and the Owner of such Lot shall bear full responsibility for any lessee(s).

Section 2. Transfer or Lease to Corporate Entity. If the purchaser, transferee or lessee of a Lot is a corporation, partnership, or other legal entity, approval of the sale, transfer or lease may be conditioned upon the approval by the Association of the proposed occupants of the Lot.

Section 3. Unauthorized Lease Void. Any lease not authorized pursuant to this Article shall be void, unless subsequently approved by the Association.

Section 4. Association Held Harmless. The Association and its agents or employees, shall not be liable to any person whomsoever for the approving or disapproving of any person pursuant to this Article, or for the method or manner of conducting the investigation. The Association and its agents or employees shall not be required to specify any reason for disapproval.

Section 5. Application Fee. The Association may charge a reasonable fee for the review of any application for a lease, in an amount which may be established from time to time by the Board of Directors and which shall be related solely to the cost of reviewing such application. No charge shall be made in connection with the extension or renewal of an existing lease to the same lessee.

Section 6. Conveyance by Mortgagee or Developer. The provisions of this Article shall not

excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(2) Such other risks as from time to time shall be customarily covered with respect to building similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief. Further, the Association shall maintain the following insurance coverage:

(i) Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

(ii) Liability Insurance. In such amounts and such coverage as may be required by the Board of Directors of the Association.

(iii) Worker's Compensation Policy. If necessary, to meet the requirements of law.

(iv) Other. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

(c) Premiums. Premiums for the described insurance shall be a common expense, collected from Owners as part of the Annual General Assessment. Premiums shall be paid by the Association.

(d) Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and its mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association.

(e) Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed and used by the Association as the Board of Directors may determine.

Section 2. Reconstruction or Repair After Casualty. The Board of Directors, in its sole discretion, shall determine whether or not any damaged portion of the Common Property shall be repaired or replaced.

Section 3. Condemnation. In the event that any portion of the Common Property shall be made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the taking of any portion of the Common Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to

apply to any sale, transfer, or lease of a Lot by:

(a) the Association;

(b) a transfer to or purchase by a Mortgagee, and/or its assignee or nominee, that acquires its title as a result of owning a mortgage upon the Lot concerned, whether the title is acquired by deed from the mortgagor, mortgagor's successor or assigns, or through foreclosure proceedings;

(c) to a transfer, sale or lease by a Mortgagee, and/or its assignee or nominee; or

(d) by Developer, transferees or assigns, which are builders of individual homes or residences, including without limitation, ROTTLUND HOMES OF FLORIDA, INC.

In all such events, the Association, Mortgagee, Developer and/or its assignee or nominee shall be allowed to freely sell or lease its Lot without the necessity of approval by the Association or the payment of any application fees.

ARTICLE X
GENERAL PROVISIONS

Section 1. Enforcement; Dispute Resolution. In the event of any dispute or disagreement ["Dispute"] arising relative to the enforcement of the terms and provisions of the Declaration and other related documents for matters pertaining to the creation, development or operation of the Association, if not resolved by mutual agreement, the same shall be submitted to mediation by an independent professional mediator selected by the party first demanding mediation. This mediation shall take place at a mutually agreed location, and absent agreement shall take place at a site or location selected by the mediator. Mediation shall be a precondition of any arbitration. The expense of mediation shall be borne by the party first demanding mediation. In the event any Dispute is not resolved by mediation, said Dispute, including but not limited to those arising from or relating to any aspect of this Declaration, Articles of Incorporation, or By-Laws, all as the same may be amended from time to time, or the enforcement thereof, or the creation, development or operation of the Association, and including disputes pertaining to the applicability or enforceability of this arbitration provision will be submitted to final and binding arbitration in accordance with then existing rules of the American Arbitration Association ["AAA"], or its successors. The parties agree that any such arbitration shall begin no later than sixty (60) days after a party makes demand therefore, and shall be completed no later than five (5) days thereafter, except for cause as determined solely and exclusively by the arbitrator. The arbitrator shall issue a decision within ten (10) days of the completion of the arbitration hearing. The parties shall originally split evenly the cost of the arbitrator, but upon determination of fault or liability by the arbitrator, the non-prevailing party shall be liable for reimbursement to the prevailing party upon demand for all costs paid to the arbitrator, and in addition all costs and fees incurred by the prevailing party incident to the arbitration. The arbitrator's decision shall be final and binding, and shall also be fully enforceable and subject to an entry of judgment by a court of competent jurisdiction. The arbitrator shall have the authority to award reasonable attorneys' fees and expenses to the prevailing party as herein above provided. Notwithstanding the foregoing, nothing herein shall preclude the parties from seeking injunctive relief from a court of competent jurisdiction for matters specifically envisioning injunction, nor shall the same apply to: (a) actions brought by the Association to foreclose liens, actions brought by the Association for imposition and collection of assessments, proceedings involving challenges to ad valorem taxation, or counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the Developer while the Developer is in control of the Association, and thereafter shall not be amended except by an affirmative vote of eighty (80%) percent of each class of members. The Board of Directors for the Association may not, without the prior approval of eighty (80%) percent of the Association, utilize any reserves or accrued surplus for legal fees incident to mediation, arbitration, or any litigation, other than matters (a) relating to assessments or collection of assessments; or (b) enforcement of the rules and regulations of the Association. Anything herein to the contrary notwithstanding, it is further understood that applicable Florida law provides that the Association documentation cannot preclude the Association from instituting litigation against any developer, but the parties agree, to the extent such litigation is issued, that either party may, at any time after filing in a court of competent jurisdiction, submit the same to the court for an order for mediation or arbitration as the court shall determine.

Section 2. Provisions Run with the Land. The provisions of this Declaration shall run with

and bind the Property and all other lands to which it is extended, and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective heirs, successors and assigns, until the fiftieth (50th) anniversary of the date hereof, whereupon they automatically shall be extended for successive periods of twenty-five (25) years each; provided, however, if in the sole event the foregoing is construed by a Court of competent jurisdiction to render the provisions of this Declaration unenforceable after such fiftieth (50th) anniversary date, then, in such event only, the provisions of this Declaration shall run with and bind all lands now or hereafter subject to its provisions for a period of ninety-nine (99) years from the date this Declaration is Recorded, whereupon it shall cease and expire and be without further legal force and effect unless prior thereto a majority of the members present in person or by proxy and voting at a meeting duly convened for such purpose elect to re-impose its provisions.

Section 3. Meeting Requirement. Wherever any provision of this Declaration requires any action to be approved by the membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all members not less than fifteen (15) days, nor more than thirty (30) days, in advance of such meeting, setting forth its purpose. At such meeting, the presence of members or proxies entitled to cast at least thirty (30%) percent of the votes of each class of membership constitutes a quorum, if the action must be approved by both classes of membership, or of the Class "A" Members, if it must be approved by the Class "A" Members only, or of the affected Owners, if it must be approved by the affected Owners only. If the required quorum is not forthcoming, another meeting may be called subject to the same notice requirement; and the required quorum at any such subsequent meeting will be reduced to one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. The Developer shall be entitled to receive written notice of all Board of Director meetings and Association meetings for so long as the Developer holds ownership in any of the Property or Lots, and for a period of three (3) years following the sale or transfer of the last ownership interest held by the Developer in the Property or any Lots.

Section 4. Severability. Invalidation of any particular provision of this Declaration, or any Future Declaration, by judgment or court order shall not affect any other provision, all of which shall remain in full force and effect.

ARTICLE XI AMENDMENTS

Section 1. Prior to the conveyance of the first Lot to an Owner other than Developer, Developer may unilaterally amend this Declaration. After such conveyance, Developer may unilaterally amend this Declaration at any time and from time to time if such amendment is:

- (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulation, variances or special exceptions granted by any government or agency as to the development, or judicial determination;

(b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lot;

(c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the Veterans Administration, or the Department of Housing and Urban Development, to enable such lender or purchaser to make, guaranty or purchase mortgage loans on the Lot; or

(d) necessary to enable any governmental agency or reputable title insurance company to insure mortgage loans on the Lot; provided, however, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing. Until the expiration of the Class "B" Control Period, Developer may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner, in which event the joinder of the affected Owner(s) is required.

Section 2. At any time the Developer reserves the right, in its sole discretion, to make amendments to the Declaration, the Articles and the By-Laws, to conform to FHA/VA, HUD or other requirements, for lending purposes.

Section 3. Hereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, by at least eighty (80%) percent of the total Class "A" Members in the Association, in addition to the Developer's approval, and the consent of the Class "B" Member, so long as such membership exists. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be Recorded in the public records of the County where the Property is situated.

Section 4. If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Section 5. No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of Developer or the assignee of such right or privilege.

ARTICLE XII DEVELOPER'S RIGHTS

Section 1. Any or all of the special rights and obligations of Developer set forth in this Declaration or the By-Laws may be transferred to other persons or entities, provided that the

transfer shall not reduce an obligation or enlarge a right beyond that contained herein or in the By-Laws, as applicable, and provided further no such transfer shall be effective unless it is in a written instrument signed by Developer and duly Recorded in the public records of the county where the Property is situated.

Section 2. Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction of improvements to and sale of Lots by Developer (or its assignee) shall continue, it shall be expressly permissible for Developer to maintain and carry on upon portions of the Common Property such facilities and activities as, in the sole opinion of Developer, may be reasonably required, convenient, or incidental to the construction or sale of such Lots, including, but not limited to, business offices, signs, model units, and sales offices, and Developer shall have an easement for access to and use of such facilities. The right to maintain and carry on such facilities and activities shall include specifically, without limitation, the right to use Lots owned by Developer and any clubhouse or community center which may be owned by the Association, as models and sales offices, respectively.

Section 3. So long as Developer continues to have rights under this Article, no person shall record any Declaration of Covenants, Conditions, and Restrictions or similar instrument affecting any portion of the Property without Developer's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such Declaration of Covenants, Conditions, and Restrictions or similar instrument being void and of no force and effect unless subsequently approved by Recorded consent signed by Developer.

Section 4. Anything in this Declaration, the Articles of Incorporation or the By-Laws to the contrary notwithstanding, none of the said documents may be amended to remove any reserved rights of the Developer, without the express written consent of the Developer; provided, however, rights contained in this Article or otherwise reserved in this Declaration, the Articles of Incorporation or the By-Laws, shall terminate five (5) years after the Class "B" control period.

ARTICLE XIII LIABILITY

NEITHER DEVELOPER, NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION AND DETENTION LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM LOCATED ON THE PROPERTY. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, AND INVITEES, RELEASES DEVELOPER, AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

NEITHER DEVELOPER, NOR THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES,

MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE LISTED PARTIES) SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AND DETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

NEITHER DEVELOPER, NOR THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS [COLLECTIVELY THE "LISTED PARTIES"], SHALL BE LIABLE OR RESPONSIBLE FOR HAVING DESIGNED AND INSTALLED WATER, SEWER OR OTHER UTILITY SYSTEMS, TO THE EXTENT THE DESIGN AND INSTALLATION WAS APPROVED BY, AND IS CONSISTENT WITH, GOVERNMENTAL AND REGULATORY APPROVALS AS AND WHEN COMPLETED.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES CONTAINED WITHIN OR ADJACENT TO THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY THEIR ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT WITHIN THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES OR BOTTOMS.

ARTICLE XIV - HUD AND VA APPROVAL

Section 1. HUD, FHA or VA Approval. Provided the Properties have been approved by either HUD, FHA or VA, then as long as there is a Class B member, the following actions will require the prior approval of HUD or FHA or VA:

- (a) Dedication of additional Common Areas;
- (b) Amendment of the Articles of Incorporation of the Association;
- (c) Amendment of the Bylaws of the Association;
- (d) Dissolution of the Association;
- (e) Amendment of this Declaration; and
- (f) Annexation of additional properties.

Section 2. FNMA Requirements. Upon written request to the Association, identifying the name and address of the Institutional Lender, or insurer or guarantor thereof and the Lot number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

- (a) any condemnation loss or any casualty loss which affects a material portion of any Lot on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;
- (b) any delinquency in the payment of assessments or charges owed by any Owner of a Lot subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;
- (c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) any proposed action which would require the consent of a specified percentage of mortgage holders.

Such approval need not be evidenced in writing and the recording, filing or dedication, as appropriate, shall be presumed to have such approval when made.

IN WITNESS WHEREOF, Developer has caused this Declaration to be duly executed the date stated above.

FIRST TAMPA CARROLLWOOD
CROSSINGS, LLC, a Florida limited
liability company

By: FIRST TAMPA DEVELOPMENT
CORPORATION, a Florida
corporation, Its Managing Member

Signed, Sealed and Delivered
In the Presence of:

GE Flowers
Print Name GE FLOWERS

Chris A. Youern
Print Name Chris A. Youern

By: [Signature]
Dimitri Artzibashev, President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, by DIMITRI ARTZIBUSHEV, as President of FIRST TAMPA DEVELOPMENT, a Florida corporation, Managing Member of FIRST TAMPA CARROLLWOOD CROSSINGS, LLC, a Florida limited liability company, to me known to be the individual described in, or who produced _____ as identification, and who executed the foregoing instrument as said officer, and he acknowledged before me that he executed the same for the purposes therein expressed on behalf of the corporation.

WITNESS my hand and official seal at Pinellas, said County and State, this
27th day of July, 2004.



Billie Stephens
Notary Public
Print Name Billie Stephens
My Commission Expires:

JOINER AND CONSENT OF MORTGAGEE

The undersigned hereby certifies that it is the holder of a Mortgage upon the Property (as that term is defined in the foregoing Declaration of Covenants, Conditions, Restrictions and Easements for CARROLLWOOD CROSSING*), and that the undersigned hereby joins in and consents to the foregoing Declaration of Covenants, Conditions, Restrictions and Easements for CARROLLWOOD CROSSING.

DATED this 28th day of October, 2004.

Signed, sealed and delivered
In the Presence of:

WACHOVIA BANK, National
Association

[Signature]
Print Name: Stacy Hill

By: [Signature] (SEAL)
Bradley J. Carpenter, SVP

[Signature]
Print Name: Herri Mauchin

STATE OF FLORIDA
COUNTY OF ORLANDO

The foregoing instrument was acknowledged before me this 28th day of October, 2004, by Bradley J. Carpenter as Senior Vice President of WACHOVIA BANK, National Association, on behalf of the said bank. He/She is personally known to me or has produced _____ as identification.

[Signature]
Notary Public
Print Name Stacy Hill
My Commission Expires:



Stacy Hill
MY COMMISSION # DD234264 EXPIRES
July 23, 2007
BONDED THRU TROY FAIR INSURANCE, INC.

JOINDER AND CONSENT OF MORTGAGEE

The undersigned hereby certifies that it is the holder of a Mortgage upon the Property (as that term is defined in the foregoing Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for CARROLLWOOD CROSSING, and that the undersigned hereby joins in and consents to the foregoing Declaration of Covenants, Conditions, Restrictions and Easements for CARROLLWOOD CROSSING.

DATED this 5 day of August, 2004.

Signed, sealed and delivered
In the Presence of:

ROTTLUND HOMES OF
FLORIDA, INC., a Minnesota corporation

Leigh Thompson
Print Name: Leigh Thompson

By: [Signature] (SEAL)
Michael A. Willenbacher,
President

Maria A. Lalfenberg
Print Name: MARIA A. LALFENBERG

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 5 day of August, 2004, by MICHAEL A. WILLENBACHER, as President of Rottlund Homes of Florida, Inc., a Minnesota corporation, on behalf of the corporation. He is personally known to me or has produced in person as identification.

[Signature]
Notary Public
Print Name SONYA D. ASKEW
My Commission Expires:



JOINDER AND CONSENT OF ASSOCIATION

The CARROLLWOOD CROSSING PROPERTY OWNERS ASSOCIATION, INC., hereby joins in and consents to the foregoing Declaration of Covenants, Conditions, Restrictions and Easements for CARROLLWOOD CROSSING (the "Declaration"), accepts the obligations imposed upon it by the Declaration, and agrees to be bound by the terms and conditions thereof.

DATED this 27th day of July, 2004.

Signed, Sealed and Delivered
in the Presence of:

CARROLLWOOD CROSSING PROPERTY
OWNERS ASSOCIATION, INC.

Christa D. Harger
Print Name: Christa D. Harger

By: G.E. Flowers (SEAL)
G.E. Flowers, President

Chris A. Youn
Print Name: Chris A. Youn

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 27th day of July, 2004, by G.E. FLOWERS as President of CARROLLWOOD CROSSING PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.



Billie Stephens
Notary Public
Print Name Billie Stephens
My Commission Expires:

DESCRIPTION

As a point of reference commence at the Southwest corner of the Southwest 1/4 of the Northeast 1/4 of Section 8, Township 28 South, Range 18 East, Hillsborough County, Florida said point also being on the South boundary of Village Wood as recorded in Plat Book 62, Page 36, Public Records of Hillsborough County, Florida and proceed N 89°47'32" E, along the South boundary of said Village Wood, a distance of 661.31 feet to the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 8 and the POINT OF BEGINNING; thence N 00°53'03" E, along the Easterly boundary of said Plat of Village Wood, a distance of 664.47 feet to the Northeast corner of Lot 26, Block 4 of said Plat of Village Wood; thence N 89°41'19" W, along the North boundary of said Lot 26, a distance of 174.84 feet to the Southeast corner of Lot 4, Block 3 of said Plat of Village Wood; thence N 00°48'14" E, along the Easterly boundary of said Plat of Village Wood, a distance of 331.68 feet to the Northeast corner of Lot 1, Block 3 of said Plat of Village Wood; thence S 89°37'31" E, leaving said Plat of Village Wood, a distance of 174.99 feet to a point on the West boundary of the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 8; thence N 00°49'50" E, along the West boundary of the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 8, a distance of 282.62 feet to a point of the South right-of-way line of Lowell Road as described in Official Records Book 289, Page 589 and Official Records Book 2217, Page 982 of the Public Records of Hillsborough County, Florida; thence S 89°31'05" E, along said South right-of-way line, a distance of 661.82 feet to a point on the East boundary of the Southwest 1/4 of the Northeast 1/4 of said Section 8; thence S 00°49'29" W, along the East boundary of the Southwest 1/4 of the Northeast 1/4 of said Section 8, a distance of 1277.22 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 8 and the Northwest corner of Fairway Village Unit II as recorded in Plat Book 50, Page 46 of the Public Records of Hillsborough County, Florida; thence S 00°44'20" W, along the Westerly boundary of said Plat of Fairway Village Unit II, a distance of 663.05 feet to the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 8; thence N 89°33'26" W, along the Northerly boundary of said Plat of Fairway Village Unit II, a distance of 662.51 feet to the Northwest corner of said Plat of Fairway Village Unit II; thence N 00°44'01" E, along the West boundary of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 8, a distance of 662.16 feet to the POINT OF BEGINNING. Containing 30.83 acres, more or less

