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DECLARATIONS:

NOW, THEREFORE, Declarant declares that the Property is and shall be owned, improved, transferred and occupied subject to this Declaration.

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ARTICLE I
DEFINITIONS

A. When used in this Declaration, the following words shall have the following meanings:

1. "Additional Property" shall mean and refer to those lands, together with any improvements thereon, which are made subject to this Declaration by annexation pursuant to Article II.

2. "Area(s) of Common Responsibility" shall mean and refer to any land or improvement located in or near the Property which is not intended to be owned by the Association but which is intended to be improved, maintained or operated by the Association in the manner and to the extent determined from time to time by the Board. Areas of Common Responsibility may be designated by this Declaration, any Supplemental Declaration, a contract entered into by the Association, or by a decision of the Board. The following may be designated as Areas of Common Responsibility either pursuant to an agreement with the CDD or otherwise:

a. Rights of Way and Entrance Area. Subject to limitations imposed by governmental authority, and to the extent determined by the Board, the signs, lighting fixtures, electrical equipment, drainage improvements (in accordance with the Master Surface Water Management System permit issued by the District), irrigation lines and equipment, landscape materials and features, and other improvements from time to time located within the unpaved rights-of-way adjacent to the Property, within the entry areas to the Development, within any unpaved medians in the rights-of-way as shown on any plat of the Property, and within any platted streets within the Property, either directly or by agreement with the CDD if the CDD is directly responsible therefor;

b. Street Lighting. Any lighting fixture rental, electrical usage and other costs of street lighting arranged for by the Association for the Property and any Area of Common Responsibility, either directly or by agreement with the CDD if the CDD is directly responsible therefor;

c. Dedicated Areas. Areas dedicated to Hillsborough County or any other governmental authority, including the CDD, and including without limitation those dedicated areas incidental to the establishment of any MSTU/MSBU as described in Article IV, Section 6, hereof, whether or not such areas may constitute Common Property before such dedication;

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d. Wall and Landscape Easement. Walls, signs, lighting fixtures, electrical equipment, drainage improvements, irrigation lines and equipment, landscape materials and features, or other improvements from time to time located within any wall and landscape easement within Lots as shown on any plat of the Property, either directly or by agreement with the CDD if the CDD is directly responsible therefor; and

e. Clubhouse and Recreational Facilities. Any clubhouse, swimming pool and associated recreational facilities owned by the CDD to the extent of any maintenance and operation services provided by the Association pursuant to agreement with the CDD.

The foregoing duties and prerogatives of the Association are subject to the terms of Article IV, Section 6, regarding potential implementation of one or more MSTU/MSBU's, or similar mechanisms to assume responsibility for and collect the funds necessary to pay the costs of any of the foregoing or other services.

3. "Articles" shall mean and refer to the Articles of Incorporation of the Association. A copy of the initial Articles is attached as Exhibit "B" to this Declaration. The Articles may be amended as provided therein and it shall not be necessary to amend this Declaration in order to amend the Articles.

4. "Association" shall mean and refer to the South Fork of Hillsborough County III Homeowners Association, Inc., a Florida not-for-profit corporation, and its successors and assigns.

5. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

6. "Bylaws" shall mean and refer to the Bylaws of the Association. A copy of the initial Bylaws is attached as Exhibit "C" to this Declaration. The Bylaws may be amended as provided therein and it shall not be necessary to amend this Declaration in order to amend the Bylaws.

7. "CDD" shall mean the South Fork East Community Development District, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes, or any other community development district established with respect to the Property.

8. "Common Expense" shall mean and refer to the actual and estimated expense of operating the Association and meeting the costs to be incurred by the Association in performing its duties and in exercising its prerogatives, including without limitation costs incurred for operation, maintenance, insurance and improvement of the Common Property and Areas of Common Responsibility (including, without limitation, the costs associated with the provision of cable television services), and for any reserves from time to time established by the Board.

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9. "Common Property" shall mean and refer to the real and personal property from time to time intended to be owned, controlled, operated and maintained by the Association, and devoted to the use and enjoyment of all Members of the Association, all at Common Expense. Common Property shall include, but not be limited to, easement areas which are held by the Association as grantee, and may include community park areas designated on any plat of the Property and drainage improvements and platted drainage easements associated with the Master Surface Water Management System permit issued by the District to the extent not owned by the CDD. No commitment is made that any Additional Property will contain Common Property. The Common Property may be made subject to easements or other interests granted in favor of third parties, including the CDD.

10. "Declarant" shall mean and refer to The Ryan Group, LLC, a Florida limited liability company, as to Unit 7, and Summerfield II, LLC, a Florida limited liability company, as to Units 9, 10, and 11, their successors and assigns. No successor or assignee of Declarant shall have any rights or obligations of Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.

11. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for South Fork of Hillsborough County III, as amended or supplemented.

12. "Development" shall mean and refer to the residential subdivision projects known as "South Fork 7, 9, 10, and 11" which are being developed on the Property. The Development shall include any Additional Property annexed hereto in accordance with the provisions hereof.

13. "District" shall mean and refer to the Southwest Florida Water Management District, an agency created pursuant to Chapter 373, Florida Statutes.

14. "Dwelling" shall mean and refer to a single family residence located on a Lot.

15. "Lot" shall mean and refer to each residential building site created by any recorded plat of the Property, including any Dwelling located thereon once constructed.

16. "Master Surface Water Management System" means the overall system designed, constructed and implemented upon the Property to control discharges caused by rainfall events, which system is intended to collect, convey, store, absorb, inhibit, treat, use or reuse surface water in order to prevent or reduce flooding, over drainage, environmental degradation, and water pollution, and to control the quality and quantity of discharges from the system, all as permitted by the District pursuant to Chapter 40D-4, 40D-40, 40D-42, Florida Administrative Code. The Master Surface Water Management System includes, without limitation, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffers and wetland mitigation areas.

17. "Member" shall mean and refer to each Member of the Association as provided in Article III, Section 2.

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18. "Owner" shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Lot in the Property, but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title to a Lot pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. All owners of a single Lot shall be treated for all purposes as a single Owner, irrespective of whether such ownership is joint, in common, or tenancy by the entirety.

19. "Property" shall mean and refer to the real property described on Exhibit "A" attached hereto and by this reference incorporated herein, together with any Additional Property hereafter annexed to this Declaration pursuant to Article II.

20. "Supplemental Declaration" shall mean and refer to any instrument which extends the effect of this Declaration to Additional Property pursuant to Article II.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

1. Property. The Property is and shall be improved, held, transferred and occupied subject to this Declaration. As of the date hereof, Declarant intends to develop the Property described on Exhibit "A" attached hereto as the third phase of the Development. In addition, Declarant may, in the future, but shall have no obligation to annex and submit to the lands to be encumbered by this Declaration. If Declarant elects to annex and submit such additional lands to the lands to be encumbered by this Declaration, then Declarant shall follow the procedures set forth in Section 3 below. Until such time, only the Property described in Exhibit "A" to this Declaration shall be encumbered hereby, and this Declaration shall not be deemed an encumbrance against any other lands.

2. Additional Property. Declarant shall have the right but not the obligation to bring within the scope of this Declaration, as Additional Property, additional land lying in the vicinity of the Property at any time within twenty (20) years from the date this Declaration is recorded, which annexation may be accomplished without the consent of the Association, the Owners, or any mortgagee or other lien holder; provided, however, if any one or more of the United States Department of Housing and Urban Development ("HUD"), Federal Housing Administration ("FHA"), or Veterans Administration ("VA") requires approval or consent to annexation of Additional Property by any one or more of said agencies as a condition of making or insuring loans on Dwellings in the Property, and any such loan has been approved, insured or purchased by the applicable agency at the time Declarant proposes to annex Additional Property, then Declarant shall obtain the required consent to, or approval of the proposed annexation.

3. Method of Annexation. Additions authorized under this Article II shall be made, if at all, by recording a Supplemental Declaration by Declarant extending this Declaration to Additional Property. The Supplemental Declaration shall not require a vote of the members or the joinder or consent of any member. The Supplemental Declaration shall describe the real property to be annexed and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing property to this Declaration and extending the jurisdiction of the Association to the

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Additional Property. The Supplemental Declaration may contain additional terms not inconsistent with this Declaration to reflect the different character, if any, of the real property being annexed or of the housing or development approaches being implemented. Upon the recordation of any Supplemental Declaration, the Owners shall also have a right and non-exclusive easement of use and enjoyment in and to the Common Property, if any, within the Additional Property and an obligation to contribute to the cost of operating, maintaining and insuring the additional Common Property and any additional Areas of Common Responsibility. Any Supplemental Declaration recorded in accordance with the terms hereof shall be conclusive in favor of all persons who rely thereon in good faith. From and after recordation of any Supplemental Declaration, the Additional Property described therein shall be subject to the provisions of this Declaration and to the jurisdiction of the Association.

4. Assessment Obligation of Owners Other than Declarant as to Additional Property. Any Lots within land added as Additional Property which are owned by owners other than the Declarant, or its assignee by separate written document, shall be subject to assessments, both annual, special or otherwise, including without limitation those imposed by the CDD, all in accordance with Article VI, below.

ARTICLE III

THE ASSOCIATION

1. The Association. The Association is a not-for-profit corporation. The Association shall have the power to do all lawful things which may be authorized, assigned, required or permitted to be done by this Declaration, the Articles, or the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property and Areas of Common Responsibility. Neither the Articles nor the Bylaws shall be amended or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The officers and directors of the Association shall be required to be either (1) a Member of the Association, or (2) an agent of Declarant. The Board, and such officers as the Board may appoint, shall conduct the affairs of the Association.

2. Membership. Each Owner (including Declarant) shall be a Member of the Association. The Association membership of each Owner shall be appurtenant to, and inseparable from the Lot giving rise to such membership, and any transfer of title to a Lot shall operate automatically to transfer to the new Owner the membership in the Association appurtenant to that Lot.

3. Voting Rights. The Association shall have two (2) classes of voting membership:

a. Class "A". Class "A" Members shall be all Owners, with the exception of Declarant for so long as Declarant retains Class "B" voting rights. Each Class "A" Member shall have one (1) vote for each Lot owned by that Member.

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b. Class "B". The sole Class "B" Member shall be Declarant. Declarant shall be entitled to three (3) votes for each Lot actually or potentially included in the Property owned by Declarant. Upon the execution of this Declaration, Declarant shall have three thousand fifteen (3,015) Class "B" votes representing three (3) votes for each of the one thousand five (1,005) Lots planned for the first phase of the Development within the Property described in Exhibit "A" attached hereto. In all, Declarant expects but shall not be required to develop and submit a total of 1,005 residential lots to this Declaration and to the jurisdiction of the Association. The Class "B" Member shall be entitled to cast all of its votes in any vote or election held by the Association.

c. Termination of Class "B" Membership. As each Lot in the Property is conveyed by Declarant to a Class "A" Member, Declarant's votes for that Lot shall lapse. The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of the following:

- i. When the total outstanding Class "A" votes in the Association equals or exceeds the total outstanding Class "B" votes; or
- ii. Twenty-five (25) years from the date of recording this Declaration; or
- iii. At such earlier time as Declarant, in its sole discretion, may so elect.

Upon the happening of any one of these events, Declarant shall call a special meeting of the Members to advise of the termination of Class "B" membership, and provide written notice of such event.

d. Transition of Control. Any other provision of this Article III to the contrary notwithstanding, Owners other than Declarant shall be entitled to elect at least a majority of the members of the Board of Directors not later than the earliest of the events specified in subsection (c) above. Declarant shall be entitled to elect at least one member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Development. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant-owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

4. Multiple Owners. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, or if more than one (1) Class "A" vote is cast for any Lot, none of the votes for that Lot shall be counted. If any Owner casts a vote on behalf of a Lot, it shall be conclusively presumed that Owner was acting with the authority and consent of all other Owners of that Lot.

5. Duties, Powers and Authority of the Association. The Association shall have all the powers of a not-for-profit corporation organized under the laws of Florida, subject only to such limitations as are set forth in the Articles, the Bylaws, or this Declaration. The Association shall

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have the power to do all lawful things which may be authorized, assigned, required or permitted to be done by this Declaration, the Articles, or the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property and the Areas of Common Responsibility.

6. Indemnification of Officers and Directors. To the extent permitted by law, the Association shall and all Owners as members hereby agree that the Association shall indemnify each officer, director and member of any committee of the Association from any and all expenses including legal expenses incurred arising out of such person's acts undertaken on behalf of the Association unless (i) such acts were both adverse to the Association and resulted in personal gain to the person, (ii) the act was a violation of criminal law for which the person either pleads guilty or nolo contendere or is found to be guilty in a Court of law and such person knew or should have known that his or her conduct was criminal, or (iii) any willful violation of this Declaration or the Association Documents. This provision is self executing and the Association may also take any action desired to carry out its purposes.

ARTICLE IV **PROPERTY RIGHTS AND EASEMENTS IN THE COMMON PROPERTIES** **AND LOTS**

1. Property Rights. Property rights in and to the Common Property shall carry with it the right by the Association and the Declarant (but not the Owner) to dedicate or transfer all or any part of or interest in the Common Property to any public agency, authority, or utility provided by the Articles, or to the CDD, or to enter into any easements, shared facilities or other agreements with any such parties that may hereafter encumber the Common Property or portions thereof.

2. Easements. The Association and each Owner (including Declarant) shall have a non-exclusive right and easement of use and enjoyment in and to the Common Property. Said right and easement shall be appurtenant to and pass with the title to each Lot, and shall include, without limitation, the following:

a. Right-of-way for ingress and egress by vehicles and on foot through and across any streets, roads or walks in the Common Property for all lawful purposes; and

b. Rights and easements to drain across the surface water drainage detention, retention and conveyance structures and areas in accordance with the Master Surface Water Management System and applicable District rules and permits, and to connect with, maintain and make use of utilities lines and facilities from time to time located within the Common Property; and

c. Rights and easement to use and enjoy the Common Property for any purpose not inconsistent with this Declaration, the Articles, the Bylaws, the rules and regulations of the Association, or law.

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The Association and the CDD shall each have a non-exclusive easement for ingress and egress over and across all Common Property, driveways and walkways, that may from time to time exist within the Property, provided, however, that any such easement in favor of the CDD shall be limited to provide the CDD only such easement interest as may be required to satisfy any maintenance or related obligations of the CDD with respect to the streets, roadways, Master Surface Water Management System, Common Property and other infrastructure within the Development.

3. Utilities. The Lots, Property or the Common Property may be subject to existing easements and agreements for public utilities purposes (including, but not limited to, fire and police protection, garbage and trash removal, reclaimed and potable water and sewage systems, electric service, cable television, telephone and irrigation wells and pumps), and the utilities and applicable governmental agencies having jurisdiction thereover, including without limitation the CDD, and their employees and agents shall have the right of access to any Lot or Property or the Common Property in furtherance of such easements. Each Owner shall be obligated to maintain any easements contained within such Owner's Lot, whether or not shown on any recorded plat and whether or not required to be maintained by the utility entity holding such easement. The Declarant or its designee, so long as the Declarant or designee owns a Lot or Property or the Common Property, and without the joinder and consent of any other person or entity, shall have the right to grant such other additional easements and enter into such additional agreements regarding utilities, including provision and maintenance agreements, as may be necessary for public utilities purposes. In addition, the Declarant reserves for itself and its designee, so long as the Declarant or designee owns a Lot or Property or the Common Property, and without the joinder and consent of any other person or entity, the right to enter into license, marketing, shared facilities or other agreements with respect to the Property, for the provision of any such utilities within the Property, or for the maintenance of any utility or drainage facilities or other areas, whether or not included in the Common Property. Any such easements and agreements shall be binding on the Association and survive turnover pursuant to their terms.

4. Title to Common Property. Declarant shall convey to the Association or, if required by Hillsborough County incident to the establishment of an MSTU/MSBU as described in Article IV, Section 8 below, dedicate to Hillsborough County or the CDD for the uses and purposes set forth in this Declaration or in any subdivision plat of the Property fee simple title in and to the Common Property free and clear of all encumbrances except taxes, applicable subdivision plats, this Declaration and any easements recorded in the public records prior to the conveyance to the Association. Once conveyed to the Association, the Common Property may not be mortgaged or further conveyed without the consent of at least two-thirds (2/3) of the Owners (excluding Declarant); provided, however, if required by Hillsborough County incident to the establishment of an MSTU/MSBU as described in Article IV, Section 6 below or otherwise, the Association shall dedicate to Hillsborough County or the CDD for the uses and purposes set forth in this Declaration or in any applicable subdivision plat so much of the Common Property then owned by the Association as shall be required by Hillsborough County, and, except as provided in Article XII or by law, no such dedication shall require the consent of any Owner, the Association, any mortgagee or other lien holder, or of anyone else.

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5. Extent of Easements. The rights and easements created in this Article shall be governed by the following:

a. Subject to any conflicting rights of Declarant and the Owners set forth in this Declaration, or as otherwise expressly provided herein, the Association shall be responsible for the exclusive management, control and maintenance of the Common Property.

b. Declarant, until conveyance of title to the Association, and the Association thereafter, may reserve to itself or to grant or dedicate (subject to the terms of Article XII) to Declarant, any Owner, any governmental agencies and/or any utility companies, and the CDD, easements and rights-of-way, over, under or through the Common Property for installation, use, maintenance and inspection of lines and appurtenances for public or private utilities, surface water drainage improvements and areas, or completion of the Development. No improvement or material may be placed upon any such easement which may damage or interfere with the installation or maintenance of utilities or the easement area or that may alter or impede the direction or flow of drainage.

c. Declarant's rights reserved in this Declaration.

d. Matters shown on any plat of the Property or otherwise recorded in the Official Records of Hillsborough County.

6. Reservations. Declarant hereby reserves the following licenses, rights, privileges and easements over, under and through the Common Property, for itself and the CDD: (i) rights-of-way and easements to install, maintain and use electric, lighting, telecommunications, cable television, telephone, gas, water, sewer, drainage and utility poles, wires, cables, conduits, fixtures, pipes, meters, equipment, facilities, ponds, swales, berms or ditches, and other equipment and improvements necessary or convenient for the completion, marketing, use and enjoyment of the Property, (ii) the right to cut trees, bushes or shrubbery, make any gradings of the soil, and take any similar action reasonably necessary to provide economical and safe utility and drainage installation or to maintain reasonable standards of health, convenience, safety and appearance, (iii) the right to locate thereon wells, pumping stations and irrigation systems and lines, (iv) easement of ingress and egress for purposes of development, construction and marketing, and (v) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development and sale of the Property including, without limitation, the maintenance of temporary signage and trailers used in such development and sales efforts; provided, however, that said reservation and right shall not be considered an obligation of Declarant to provide or maintain any such easement, utility, equipment or service. Declarant also reserves the right to connect with and make use of the utility lines and drainage improvements which may from time to time be in or along the streets and roads, or within the Common Property or platted easements. The easements and rights-of-way herein reserved herein shall be assignable and shall continue in existence in favor of Declarant after conveyance of the Common Property to the Association or dedication to Hillsborough County until such time as Declarant has sold all Lots in the Property and in any lands separately developed by Declarant and located adjacent to the Property.

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Declarant also reserves a perpetual right and easement to irrigate the Common Property with treated effluent from a wastewater treatment facility, if any. The benefit of this reservation shall inure to Declarant and its specifically designated successors and assigns, but not in favor of any other Owner.

7. Delegation. Any Owner (including Declarant) may grant the benefit of any easement, right or privilege to tenants and guests for the duration of their tenancies or visits, but same shall not be construed to create any rights in the general public.

8. MSTU/MSBU. Declarant or Hillsborough County may establish a municipal service taxing unit, municipal service benefit unit, or similar mechanism (sometimes referred to in this Declaration as "MSTU/MSBU"), to provide for any one or more of the following: (a) operation and maintenance by Hillsborough County of any of the Common Property, and any recreational, drainage or other improvements thereon, for the uses and purposes set forth in this Declaration or in any applicable subdivision plat, which may or may not include a requirement that ownership of the affected lands and improvements be transferred to Hillsborough County, (b) construction or improvement of recreation, drainage, sidewalk, wall, landscaping, open space, conservation, or other areas, improvements or facilities on or within the Common Property or any easement areas for the use and benefit of the Property and the occupants thereof, and (c) construction, operation or maintenance of street lighting or any other service or benefit to or for the Property authorized under the terms of this Declaration or the MSTU/MSBU, or by the applicable governmental authority. It is anticipated that the costs incurred by the MSTU/MSBU will be billed directly to the Owners or to the Association for subsequent assessment to the Owners and Lots.

9. Community Development District. Declarant shall have the right to create a community development district ("CDD"), as authorized by Chapter 190, Florida Statutes, including and encumbering all or any portion of the Property, including, without limitation, the Lots, Common Property, for the purposes of financing the improvement of the Lots and Common Area. In connection with the establishment of the CDD, assessments and fees may be assessed against the Lots or Common Areas, in addition to those created by this Declaration and imposed by the Association. Each Owner shall pay to the CDD, or its designated representative, any assessments and fees created by the documentation establishing the CDD. In addition to any other rights that the Declarant may have pursuant to this Declaration, Declarant shall have the right to convey or grant easements over any Common Area to the CDD or subject to the Properties, or any portion thereof, to the documents establishing the CDD. Further, the Declarant shall have the right to cause the Association to enter into agreements with any CDD with respect to the maintenance of any real property or improvements constructed thereon or thereunder in which such CDD has an interest.

10. Clubhouse and Recreational Facilities. Any clubhouse, swimming pool and associated recreational facilities shall be owned by the CDD and operated either by the CDD, or by the Association pursuant to an agreement between the CDD and the Association. Each Owner shall have a right of access in and to the clubhouse and related facilities, for the use and enjoyment of such facilities by each Owner, their guests and invitees, pursuant to such rules and regulations as may be promulgated by the CDD, from time to time.

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ARTICLE V
INSURANCE

The Board may obtain fidelity bond coverage in its discretion or as required by F.S. 617 or F.S. 720. In addition, the Board may obtain insurance for insurable improvements on the Common Property, any Area of Common Responsibility, or on any easement benefiting the Owners or the Association, public liability policies covering the Association and Members for damage or injury caused by the negligence of the Association or any of its Members, guests or agents, directors' and officers' liability insurance, and any other types of insurance coverage as the Board may deem appropriate, with such insurance deductible provisions and coverage types and amounts as shall be determined by the Board. Premiums for insurance so obtained shall be a Common Expense. The Association may self-insure against any risk.

ARTICLE VI
COVENANT FOR MAINTENANCE ASSESSMENTS

1. **Lien and Personal Obligation Nonpayment.**

a. **Assessed Property.** Declarant, for each Lot owned by it in the Property, and each Owner other than Declarant by acceptance of title to any Lot, whether or not it shall be so expressed in any deed or other conveyance, covenants and agrees to pay to the Association: (i) annual assessments or charges, (ii) special assessments, (iii) individual assessments, and (iv) a one-time only initial assessment. Said assessments shall be fixed, established and assessed as herein provided. Assessments, together with such interest and late charges as shall be imposed by the Board at its discretion, and the cost of collection thereof, including without limitation court costs and reasonable attorneys' and legal assistants' fees before trial, at trial and on appeal, shall be a charge and a continuing lien upon the Lot against which such assessment is made, and upon any Dwelling located on said Lot, from and after the date on which such assessment is due. Each assessment, together with said interest, late charges, costs and fees, shall also be the personal obligation of each person who was an Owner of the Lot at the time the assessment fell due.

If any assessment or installment thereon is not paid when due, then such assessment shall be delinquent and the delinquent assessment, together with interest, late charges, and collection costs, shall be secured by a continuing lien on the Lot as to which the assessment accrued, and upon any Dwelling located thereon. Such lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except as to the lien of any first priority, purchase money mortgage of an institutional lender. The lien shall be prior to and superior in dignity to homestead status. The lien shall bind the Lot and any Dwelling located thereon in the hands of the then Owner and of each subsequent Owner. The personal obligation of the Owner to pay such delinquent assessment shall remain that Owner's personal obligation for the statutory limitations period and personal liability shall not pass to successors in title unless expressly assumed by them.

If the delinquent assessment or installment thereon is not paid within thirty (30) days after the due date a late charge of \$25.00 per month shall be assessed on the 15th of each subsequent month in which the assessment is late, and the same shall bear interest from the date due at the highest lawful

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rate in Florida, or at such lesser rate as may be determined by the Board and uniformly applied, and the Association may bring an action for collection against the Owner personally obligated to pay the same and to foreclose the lien against the Lot and any Dwelling located thereon by judicial foreclosure in the same manner as foreclosure of a mortgage, and there shall be added to the amount of such assessment the aforesaid interest, late charges, collection costs and attorneys' and paralegals' fees, and fees and collection costs shall be recoverable whether or not suit be brought. The Owner shall also be required to pay the Association any assessments against the Lot which become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale and to own sell, lease, encumber, use and otherwise deal with the Lot and any Dwelling thereon as owner thereof. No mortgagee shall have the obligation to collect any assessments or other amounts arising under this subsection, and no failure by the Owner to pay any assessments or other amounts arising under this subsection shall constitute a default under any first priority, purchase money mortgage of an institutional lender.

b. Exempt Property. The following property shall be exempt from the assessments, charges and liens created herein: (i) Common Property; (ii) lands owned by Declarant which have not been annexed to the Property by this Declaration or any Supplemental Declaration; (iii) lands dedicated to Hillsborough County or other governmental authority, any utility company or the public; and (iv) Lots owned by Declarant during the period of time that Declarant subsidizes the Common Expenses of the Association pursuant to Section 8 of this Article. No other land or improvements in the Property shall be exempt from these assessments, charges or liens. No Owner may avoid assessment obligations by virtue of non-use of the Common Property or abandonment of the Common Property.

2. Purpose. The assessments levied by the Association may be used to promote the recreation, health, safety and welfare of the Owners, to perform the Association's duties and to exercise the powers conferred on it, to improve, operate, insure and maintain the Common Property and the Areas of Common Responsibility, and to pursue any other purpose deemed desirable or appropriate by the Board, including without limitation any one or more of the following: (a) payment of Association operating expenses; (b) lighting, irrigation, maintenance, improvement and beautification of streets and easement areas, and acquisition, maintenance, repair and replacement of community identification signs and traffic control devices, and control and regulation of traffic in the Property to the extent not otherwise funded by the CDD; (c) operation, maintenance, repair and management of any clubhouse, park and recreational facilities constituting the Areas of Common Responsibility not otherwise funded by the CDD; (d) payment of any amount due under any cable television services agreement entered into in accordance with Article IX, Section 28 hereof; (e) payment, contest or compromise of real and personal property taxes and assessments separately levied upon or assessed against the Association or the Common Property; (f) operation, management, insurance, replacement, maintenance, repair, beautification and improvement of the Common Property, Areas of Common Responsibility, any easement areas benefiting the Association to the extent not otherwise funded by the CDD; (g) repayment of any deficits previously incurred by the Association; (h) procurement and maintenance of insurance; (i) employment of accountants, attorneys and other professionals to represent or advise the Association; (j) operation, maintenance and repair of the Master Surface Water Management System for the Property in accordance with the terms of this Declaration and the requirements of the District to the extent not otherwise funded by

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the CDD; (k) monitoring of protected wetlands as required by the District, including, without limitation, funding for monitoring and maintenance of any wetland mitigation areas each year until the District determines that such areas are successful in accordance with the District permit to the extent not otherwise funded by the CDD; and (l) doing anything necessary or desirable in the judgment of the Board to keep the Property neat and attractive, to preserve or enhance the value thereof, to eliminate fire, health or safety hazards, or otherwise to benefit the Owners.

3. Determination of Annual Assessments.

a. Operating Budget. At least thirty (30) days prior to the end of the Association's fiscal year, the Board shall prepare a budget of the estimated costs of operating the Association during the coming year, including without limitation operational items such as overhead and indirect costs, insurance, utilities, taxes, professional fees, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years, and capital improvement budget items approved by the Board under subsection (b), below.

b. Capital Budget. Each year, the Board shall approve a capital budget taking into account the number, type, useful life and expected replacement cost of replaceable assets. The Board shall then set the required annual capital contribution in an amount sufficient to meet the projected capital needs of the Association on a timely basis. The annual capital contribution fixed by the Board shall then be included in the annual operating budget and annual assessments described in Subsection (a), above.

c. Adoption of Operating Budget. The Association shall mail to each Member at least thirty (30) days prior to the end of the Association's current fiscal year a copy of the capital budget, operating budget and annual assessments approved by the Board to be levied for the next fiscal year. In lieu of a meeting, the Board of Directors may adopt the annual budget by unanimous written consent provided it does not exceed the maximum annual percentage increase over the prior years budget. The annual assessments for each year (commencing January 1 of the year following the year in which the first Lot was conveyed), may be increased by the Board without a meeting by an amount not to exceed fifteen percent (15%) over and above the annual assessments for the preceding year, and such increase and associated operating budget shall not require the approval of the membership. In the event that the annual assessments exceed fifteen percent (15%) over and above the annual assessments for the preceding year, then such proposed increase shall require a vote of two-thirds (2/3) of a quorum of the Members, without regard to class, who are voting in person or by proxy, at a meeting duly called for this purpose. If the membership fails to approve the operating budget for the succeeding year which proposes an increase in excess of fifteen percent (15%), or if the Board fails to propose a budget, then the budget and annual assessments for the preceding year shall continue in effect until a new budget is determined.

d. Allocation of Annual Assessments Among Lots. The operating budget of the Association shall be assessed against all Owners and Lots in the Property in an equal amount per Lot.

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4. Special Assessments

a. Special Assessments. In addition to annual assessments, the Board may levy at any time a special assessment for the purpose of defraying the cost of any construction, repair or replacement of any improvement on the Common Property or Areas of Common Responsibility, or on any easement benefiting the Association, for the purpose of covering any budget deficits of the Association, or for any other purpose deemed desirable or appropriate by the Board; provided, however, that any such special assessment shall have the approval of two-thirds (2/3) of the quorum of members of each class who are in attendance and voting in person or by proxy at a meeting duly called for said purpose.

b. Individual Assessment. The Board may levy an individual assessment against any Owner and that Owner's Lot and any Dwelling located thereon in order to cover costs incurred by the Association due to that Owner's failure to maintain its Lot or Dwelling pursuant to the standards set forth in this Declaration, or to reimburse the Association for loss or damage to the Association or to any Common Property, Area of Common Responsibility or easement area caused by that Owner or his lessee, agent, contractor or guest, and not covered by insurance, or for any other purpose expressly permitted by this Declaration. The Board shall impose a \$50.00 administrative fee over and above the individual assessment against any Owner.

5. Commencement of Annual Assessments; Start-Up Assessment; Initial Annual Assessment; Due Dates. Annual assessments on the Lots in the Property shall commence upon the sale of the first Lot in the Property to a bona fide third party purchaser. The annual assessment for the Property for the calendar year 2006 shall be \$492.00 per Lot, collected quarterly. At the closing of the sale of each Lot in the Property by Declarant to the first purchaser from Declarant, the purchaser shall pay to the Association (i) a one time initial contribution ("Start-Up Assessment") in the amount of \$150.00, and (ii) the entire annual assessment for the calendar year (less telecommunications expenses) of closing, prorated on a per diem basis from the date of closing through the end of that calendar year. Thereafter, annual assessments shall be due, in advance, on or before the commencement of the Association fiscal year for which imposed; but the Board may elect to collect annual assessments in monthly, quarterly or semi-annual installments. In the event of such deferred payments, the Board may but shall not be required to charge a uniform, lawful rate of interest on the unpaid balance. The Board may accelerate the balance of any annual assessment upon default in the payment of any installment thereon. Annual assessments which commence to accrue as to any Lot other than on the first day of the year shall be prorated for the balance of that year. After the one time Start-Up Assessment has been paid as to a Lot in the Property, subsequent purchasers of such Lot shall be required to pay a one time contribution ("Resale Assessment") at the time of transfer of title to a subsequent purchaser in the amount of \$100.00.

The initial annual assessment for the Lots in each Additional Property shall be set forth in the relevant Supplemental Declaration.

6. Certificate. Upon request, the Association shall furnish to any Owner a certificate setting forth whether required assessments have been paid. Such certificate shall be conclusive

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evidence in favor of third parties relying thereon of the payment of any assessment therein stated to have been paid.

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7. Subordination. The assessment lien shall be subordinate to the lien of any first priority, purchase money mortgage of an institutional lender. Any such mortgagee which obtains title to a Lot by foreclosure of a mortgage, or by voluntary conveyance in lieu of such foreclosure, shall not be liable for the uncollected assessments or interest, late charges or collection costs pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title by said mortgagee, and no mortgagee shall have the obligation to collect any such sums. Such unpaid amounts shall be deemed a Common Expense collectible from all Owners, including the acquiring mortgagee, on a pro-rata basis. Any such transfer to or by a mortgagee shall not relieve the transferee of responsibility nor the Lot from the lien for assessments thereafter falling due.

8. Funding by Declarant. Notwithstanding anything contained in this Declaration to the contrary, Declarant shall not be obligated to pay any annual or special assessment or Start-Up Assessment as to any Lot owned by it during any period of time that Declarant pays the Common Expense actually incurred over and above the income derived from annual, special and individual assessments collectible from the Class "A" Members. For purposes of this subsidy arrangement, Declarant need not subsidize or pay replacement reserves or capital expenditures. Declarant, at its option, may elect by written notice delivered to the Association at any time to abandon the subsidy approach and commence payment of the assessments thereafter falling due for the Lots then owned by Declarant, prorated as of the date of such notice. Declarant shall never be obligated to pay any individual assessment unless so elected in writing.

9. Community Development District. Developer shall have the right to create a CDD, including and encumbering all or any portion of the Property, including, without limitation, the Lots and Common Areas, for the purposes of financing the improvement of the Lots and Common Areas. In connection with the establishment of the CDD, assessments and fees may be assessed against the Lots or Common Areas, in addition to those created by this Declaration and imposed by the Association. Each Owner shall pay to the CDD, or its designated representative, any assessments and fees created by the documentation establishing the CDD. In addition to any other rights that the Developer may have pursuant to this Declaration, Developer shall have the right to convey or grant easements over any Common Area to the CDD or subject to the Properties, or any portion thereof, to the documents establishing the CDD. Further, the Developer shall have the right to cause the Association to enter into agreements with the CDD with respect to the maintenance of any real property or improvements constructed thereon or thereunder in which the CDD has an interest.

ARTICLE VII

ARCHITECTURAL CONTROL

1. Architectural Control; ARB. All Lots and Dwellings in the Property are subject to architectural review in accordance with this Article and the Planning, Construction and Development Criteria ("the Planning Criteria") adopted and revised from time to time by the Architectural Review Board (the "ARB"). The Planning Criteria shall be written and made available to all builders in the

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Property and to all Owners or prospective Owners. The Planning Criteria may include any matters considered appropriate by the ARB not inconsistent with this Declaration.

No site work, landscaping, utility extension, drainage improvement, paving, driveway, swimming pool, pool enclosure, building, fence, wall, or any other physical or structural improvement, or change or alteration to the exterior of any existing structure or improvement, including change in color scheme, or to any existing landscaping, shall be commenced, erected or maintained until the plans showing such details as the nature, size, design, workmanship, shape, finished grade elevation, height, materials and color of the same, together with a landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, all as applicable, have been approved in writing by the ARB.

So long as Declarant owns any Lots subject to this Declaration, Declarant shall be entitled to appoint all members of the ARB. Thereafter, the membership of the ARB shall be determined by the Board. The ARB shall consist of no fewer than three (3) members, none of whom shall be required to be Owners or occupants of the Property. Nothing herein shall limit the right of an Owner to finish or alter the interior of that Owner's Dwelling as that Owner desires. Decisions of the ARB shall be by majority action. No member of the ARB shall be entitled to compensation for services performed, but the ARB may employ professional advisors and pay reasonable compensation to such advisors at Common Expense.

It shall be the responsibility of each Owner at the time of construction of the Dwelling on that Owner's Lot to comply with the approved construction plans for the Master Surface Water Management System on file with the District pursuant to Chapter 40D-4, F.A.C.

2. Approvals. Unless waived by the ARB, all plans shall be prepared by an architect or engineer, said person to be employed by and at the expense of the Owner. If for any reason, including purely aesthetic reasons, the ARB should determine that a proposed improvement or alteration is not consistent with the Planning Criteria or Declarant's development plan, or in the best interest of the Development, such improvement or alteration shall not be made. Approval of plans may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the dissatisfaction of the ARB with the location of the structure on the Lot, the elevation, color scheme, finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the Lot, or because of its reasonable dissatisfaction with any other matter or thing which, in the judgment of the ARB, will render the proposed improvement or alteration inharmonious with the general development plan or the Planning Criteria. Two (2) sets of plans, specifications and plot plans shall be submitted to the ARB by the Owner prior to applying for a building permit. Submittals and re-submittals of plans shall be approved or disapproved within thirty (30) days after receipt by the ARB. Failure of the ARB to respond in writing to a submittal or re-submittal of plans within such period shall be deemed to be a disapproval of the plans as submitted or resubmitted. The ARB approval or disapproval shall be written. Whenever the ARB disapproves plans, the ARB shall specify the reason or reasons for such disapproval. All architectural applications are subject to a \$50.00 application fee payable to the Association. However, this fee shall be waived by the

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Association if Owner receives approval from the ARB for the improvement in advance of implementation of said improvement.

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3. Violations. The work must be performed strictly in accordance with the plans as approved. If after plans have been approved, the improvements are altered, erected, or maintained upon the Lot other than as approved, the same shall be deemed to have been undertaken without ARB approval. After one (1) year from completion of any improvement, addition or alteration, said improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to comply with the provisions hereof unless a notice of such noncompliance executed by any member of the ARB shall appear in the Hillsborough County public records, or legal proceedings shall have been instituted to enjoin the noncompliance or to enforce compliance with these provisions.

4. Variances. The ARB may grant variances from compliance with the architectural provisions of this Declaration or the Planning Criteria including without limitation restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may reasonably require. Such variances must be written and signed by at least two (2) members of the ARB. The granting of any variance shall not operate to waive any of the terms and provisions of this Declaration or the Planning Criteria for any purpose except as to the particular Lot and the particular provision covered by the variance, nor shall it affect the Owner's obligation to comply with governmental requirements.

5. Waiver of Liability. None of Declarant, the ARB or the Association, or any agent or employee thereof, shall be liable to anyone submitting plans for approval or to any Owner, occupant or guest of the Property by reason of, or in connection with approval or disapproval of any plans, or for any defect in any plans submitted, revised or approved in accordance with the requirements of the ARB, or for any structural or other defect in any work done according to such plans. Approval of plans, or any other approvals, variances or consents, are given solely to protect the aesthetics of the Property in the judgment of the ARB and shall not be deemed a warranty, representation or covenant that any action taken in reliance thereon complies with applicable laws, codes, rules or regulations, nor shall ARB approval be deemed approval of any plan or design from the standpoint of structural safety or conformity with building or other codes. Every person who submits plans for approval agrees, by submission of such plans, and every Owner or occupant of any Lot agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damages.

6. Enforcement. Declarant and the Association shall have standing and authority on behalf of the Association to enforce in courts of competent jurisdiction the Planning Criteria and the decisions of the ARB. Should Declarant or the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and legal assistants' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall be collectible from the violating Owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days' written notice, Declarant and the Association shall have the right but not the obligation to enter upon the Owner's property, make such

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corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the Owner as an individual assessment. The individual assessment shall be subject to a \$50.00 administrative fee over and above the cost incurred to correct the violation. Declarant and the Association, or their agents or employees, shall not be liable to the Owner or to any occupant or invitee of any Lot for any trespass or damages or injury to property or person for any action taken hereunder unless caused by gross negligence or intentional wrongdoing.

ARTICLE VIII

EXTERIOR MAINTENANCE

1. Owner's Responsibility. Each Owner shall keep and maintain the building improvements and including, but not limited to, the Dwelling, landscaping, driveway, sidewalks, windows, doors, attached enclosures, pools, spas, gutters, downspouts, roofs, etc., located on that Owner's Lot in a first-class neat and presentable condition and repair consistent with the approved plans therefor, and shall otherwise keep such Lot and all improvements located thereon in neat and attractive condition. To the extent not included in the areas required to be maintained by the Association pursuant to Section 4 of this Article, each Owner shall, at that Owner's expense, grass over, mow and keep free of trash and debris, on a routine basis, those portions of the Master Surface Water Management System located on that Owner's Lot (whether or not included in a platted drainage easement). When required, major repairs to, and major maintenance and reconstruction of, components of the Master Surface Water Management System will be performed by the CDD or Association if delegated thereto by agreement with the CDD, at Common Expense or by way of CDD assessment. Each Owner shall grass over, mow and keep free of trash and debris, on a routine basis, the unpaved portion of any platted street(s) abutting the Owner's Lot. Each Owner shall be responsible for the maintenance, operation and repair of the swales on the Owner's Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited.

Landscape maintenance shall include without limitation irrigation, fertilization (three times per year), weeding, mowing, edging, trimming, spraying for insects and disease, and periodic replacement of damaged or diseased grass, plantings and trees as required by the Association.

All sidewalks shall be constructed in accordance with the requirements of Hillsborough County, Florida. Each Owner shall be responsible to maintain, repair and replace the sidewalk abutting his or her Lot. Such maintenance, repair and replacement shall be at the sole cost and expense of the affected Owner. In the event an Owner shall fail to maintain the sidewalk abutting his or her Lot in a manner satisfactory to the Association, the Association may undertake necessary maintenance, repair or replacement of the sidewalk in accordance with the provisions of this Article. In no event shall the maintenance, repair or replacement of sidewalk be an obligation of Hillsborough County, Florida.

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The Association shall have the right but not the obligation to provide exterior repair and maintenance on any Lot or any improvement thereon in the event of default by any Owner in the duties hereby imposed. Prior to performing repair or maintenance on any Lot, the Board shall determine that there is need of repair or maintenance and such need detracts from the overall appearance of the Property. Except in emergency situations, prior to commencement of any work, the Board must furnish written notice to the Owner to the effect that, unless specified repairs or maintenance are commenced within seven (7) days after the mailing of the notice, and thereafter diligently pursued to completion, the Association may procure said repairs. Upon the Owner's failure to commence timely and to diligently pursue the repairs or maintenance, the Association and its agents or employees shall have the right to enter in or upon the Lot and the exterior of any improvement thereon to perform the repairs or maintenance specified in the notice. In this regard, the Association shall have the right to do such things as, but limited to, paint, repair, replace and care for pools, pool enclosures, roofs, gutters, down spouts and exterior building surfaces, clean or resurface paved access ways and parking areas, trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping and drainage improvements, as well as to provide general cleanup, shoreline maintenance, and removal of debris which in the opinion of the Board detracts from the overall beauty and setting of the Property. Declarant, the Association, and their respective agents and employees, shall have no liability to the Owner or any occupant or guest for trespass, or damage or injury to property or person as the result of actions taken hereunder unless caused by gross negligence or intentional wrongdoing.

2. Assessment of Cost. The cost of any work performed by or at the request of the Association pursuant to Section 1 shall be assessed as an individual assessment against the Owner of the Lot upon which such work is done. An administrative fee of \$50.00 shall be added to the cost of the work performed,

3. Access. In order to perform the repairs or maintenance authorized by this Article, the agents or employees of the Association and the CDD may enter upon any Lot and the exterior of any improvement located thereon during reasonable hours on any day except Sundays and holidays, except that in an emergency situation, as determined by the Board, entry may be made at any time.

4. Association's Responsibility. The Association shall maintain and keep in good condition and repair the Common Property and the Areas of Common Responsibility and the wall, landscaping, lighting, irrigation, sign, drainage and other improvements from time to time located thereon, including replacing any fixtures or appurtenances located in the Common Property or Areas of Common Responsibility, unless such is the responsibility of the CDD. Unless and until dedicated or conveyed to a governmental unit or utility company, or maintained by the CDD, the Association shall maintain, repair and replace as needed, and pay the electrical usage charges for, the lift station and related lines and equipment servicing the Property. All tracts within the Property containing portions of the Master Surface Water Management System for the Property as approved and permitted by the District shall be maintained by the CDD with CDD assessments, or by the Association pursuant to agreement with the CDD. The CDD or the Association shall file with the District and the Hillsborough County Stormwater Office such annual reports as may be required by the applicable permit for the Master Surface Water Management System. It is the responsibility of the CDD with CDD assessments, or by the Association pursuant to agreement with the CDD, to

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operate, maintain and repair the Master Surface Water Management System and to enforce, or to take such appropriate action as may be necessary to cure violations of, the routine maintenance and non-interference covenants of the Owners under this Declaration, and, when appropriate, to levy assessments therefor. Maintenance of the Master Surface Water Management System shall include the exercise of practices which allow the system to provide drainage, water storage, conveyance and other surface water management capabilities as permitted by the District. Any repair or reconstruction of the Master Surface Water Management System shall be as originally permitted or, if modified, as approved by the District. The Declarant shall also have the right to enforce the obligations of the CDD or the Association, as the case may be, described in this Section 4.

ARTICLE IX RESTRICTIVE COVENANTS

The Property shall be subject to the following covenants and restrictions which shall bind each Owner and Lot:

1. Wells. No individual water supply system shall be permitted on any Lot.
2. Obnoxious or Offensive Activity. No activity or use shall be allowed upon the Property which is a source of annoyance, embarrassment or discomfort to Owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive or unlawful use be made of any Lot, Dwelling or the Common Property, and all laws and regulations of applicable governmental bodies shall be observed. The Property shall be used, enjoyed and occupied in such manner as not to cause or produce any of the following effects discernible outside any Dwelling; noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness; smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; vibration; or interference with normal television, radio or other telecommunication by other Owners.
3. Rules and Regulations. Reasonable rules and regulations may be promulgated by the Board, after notice and hearing, as to the use and enjoyment of the Property and shall be observed by the Owners and occupants thereof. Such rules and regulations may involve such matters as air conditioning units, signs, mailboxes, temporary structures, noisy mufflers or other nuisances, garbage and trash disposal, parking, traffic, state of repair of vehicles, tree removal, pets, game and play structures and devices, swimming pools, television and telecommunications devices and antennae, driveways, walkways, sight distances at intersections, garages, and fences. These matters are set out by way of illustration only and shall not be construed to limit the authority of the Board to promulgate and enforce reasonable rules and regulations. Such rules and regulations may augment or clarify the terms of this Declaration or any term, covenant or restriction herein contained.
4. Animals. Birds, fish, dogs, cats, reptiles, insects and all other non-human organisms (collectively, "Animals") may be kept as pets only, and shall not be held or offered for sale or maintained or bred for any commercial use. Animals shall be sheltered inside Dwellings. A maximum of two dogs and two cats may be kept upon any Property. Owners may not keep, house or own any dog which is categorized as "high risk" or uninsurable by companies providing insurance on

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Dwellings within the community. No separate or exterior shelter for Animals shall be permitted. All Animals must be kept in a fully fenced area or leashed when outside and shall not be permitted to run loose. No Animals shall be permitted to remain on the Property if it or they disturb the tranquility of the Property or the Owners or tenants thereof, if it or they are unlawful, dangerous, annoying, or a nuisance to or destructive of wildlife, or if it or they are specifically excluded from the Property by the Board after notice and hearing. Where more restrictive than the foregoing, all applicable leash laws shall be complied with at all times within the Property. Any person in control or custody of a dog must clean up its deposited feces upon the private property of others at all times.

5. Garbage and Trash. No trash, garbage or other waste material or refuse shall be placed or stored on any part of the Property except in covered or sealed sanitary containers. All such sanitary containers must be stored within each Dwelling. Trash bags, trash containers, or miscellaneous items for collection may not be placed curbside until after 6pm the evening prior to collection and shall be returned to their concealed location in the dwelling no later than 6pm the day of collection. Except for normal construction debris on any Lot during the course of construction of the Dwelling, no weeds, garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion of the Property.

6. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and same may be installed only within an approved accessory building, within a screened area, or buried underground, and shall otherwise comply with standards established from time to time by the ARB or applicable law.

7. Vehicles. No vehicle may be parked on the Property except within garages or on paved driveways. Vehicles parked on the streets within the Property may do so on a temporary basis not to exceed four hours and absolutely no overnight parking on the streets is permitted. No inoperative vehicles shall be allowed to remain on the Property in excess of forty-eight (48) hours unless kept in an enclosure and not visible from the street or any other Lot. No commercial vehicles, except those present on business, shall be parked on any part of the Property. For purposes of this provision, "commercial vehicles" shall mean cars, trucks or any other motorized vehicles, and trailers that may be attached thereto, which are used primarily for business rather than personal purposes. No trailers, boats, campers, trucks, mobile homes, motorized recreational vehicles or motorcycles may be parked in the Property unless parked inside a garage or behind the Dwelling, provided said vehicle cannot be seen from any street.

8. Temporary Structures. No building or structure of a temporary or portable character such as trailers, tents, shacks or storage units shall be permitted in the Property, except as approved by the ARB, and except for temporary improvements used solely in connection with the construction of approved permanent improvements and removed immediately upon completion of such construction. Neither Declarant nor any residential builder doing business in the Property shall be prohibited from erecting or maintaining temporary dwellings, model homes and other structures for development and marketing purposes, provided such are in compliance with the appropriate governmental requirements, and further provided that any builder first obtains Declarant's written approval of such temporary dwelling, home or structure prior to installing or constructing same, such approval to be granted or denied by Declarant in Declarant's sole discretion. Such rights of the

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Declarant and residential builders shall survive the turnover of control of the Association to the Class "A" Members and shall continue for so long as the Declarant or any such builders owns any Lots within the Property.

9. Signs. No signs, advertisements, billboards, solicitation or advertising structures or materials of any kind shall be displayed or placed upon any Lot; provided, however, street numbers and name signs on Lots and one sign containing not more than four (4) square feet of surface area per side (2 sides maximum) and used solely in connection with the marketing of the affected Lot for sale or lease shall be permitted. All Owners and their agents shall utilize the standard for sale or rent sign approved by the Association. No for sale or rent sign shall be permitted to be placed within the easement located between the street and sidewalk in front of a Dwelling. Declarant or the Association may enter upon any Lot and remove and destroy any sign which violates this section. This section shall not apply to Declarant or to any residential builder doing business in the Property provided that any such builder first obtains Declarant's written approval of any such structures or materials prior to installing same, such approval to be granted or denied by Declarant in Declarant's sole discretion. Such rights of the Declarant and residential builders shall survive the turnover of control of the Association to the Class "A" Members and shall continue for so long as the Declarant or any such builders own any Lots within the Property.

10. Air Conditioning Equipment. No air conditioning equipment shall be visible from the exterior of the dwelling. Said equipment shall be screened from view with shrubbery or be located behind a fenced rear yard. Window or wall air conditioning units are prohibited.

11. Drainage Structures; Master Surface Water Management System. Unless first approved by the ARB and the District, no Owner other than the Declarant may obstruct, alter or in any way modify the method and/or structures of drainage utilized or installed by Declarant or the Association from, on or across any Lot, Common Property or easement area; nor shall any structure or material be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation. No elevation changes shall be permitted on any Lot which materially adversely effect the drainage of or to neighboring Lots or the Common Property.

The Owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their Lot. 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 District, Brooksville Service Office, Surface Water Regulation Manager.

No Owner of a Lot or other property within the Development may construct or maintain any building, Dwelling, or structure, or undertake or perform any activity in any portion of the Master Surface Water Management System, including, without limitation, the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved District permit and recorded plat or plats of the Development, unless prior approval is received from the District's Brooksville Regulation Department. Such prohibited activities shall include, without limitation, digging or excavation, depositing fill, debris or any other material or item, constructing or

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altering any water control structure, or any other construction to modify the Master Surface Water Management System.

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Each Owner within the Development at the time of construction of a building, Dwelling, or structure shall comply with the construction plans for the Master Surface Water Management System approved and on file with the District.

12. Exterior Electronic or Electric Devices. No exterior telecommunications, radio, microwave or television mast, tower, pole, wire, aerial, satellite receiving stations or dish, antenna or appurtenances thereto (if in excess of twelve (12) feet), nor any other exterior electronic or electric equipment, structures or devices of any kind may be installed or maintained in the Property without the prior written approval of the ARB. Notwithstanding anything herein to the contrary, satellite dishes less than one (1) meter in diameter do not require the prior written approval of the ARB; provided, however, so long as reception is not impaired in such a way as to impair acceptable quality signal, the ARB shall have the ability to monitor the location of any such satellite less than one (1) meter in diameter and such dishes shall not be visible from the front of any Lot.

13. Subdivision. No part of the Property shall be further subdivided without the prior written consent of Declarant for so long as Declarant owns any Lot, and thereafter by the Board.

14. Completion. Upon commencement of construction of improvements on any Lot, the Owner shall diligently prosecute the work to the end that the improvements shall be completed as expeditiously as is reasonable. The Owner of the Lot on which improvements are being built shall keep the streets and areas adjacent to the Lot free from dirt, mud, garbage, trash or other debris occasioned by construction.

15. Excavation. No clearing or excavation shall be made except incident to construction, maintenance or repair of an improvement; and upon completion thereof exposed openings shall be back-filled, and disturbed ground shall be leveled, graded and covered with sod or seeded in accordance with the approved landscape plan.

16. Fences and Walls. Except for walls constructed by Declarant, there shall be no fence or wall permitted on any Lot unless it meets the requirements below and has been approved by the ARB as to size, material, color, location, etc. Landscape buffers may be required by the ARB on the outside of any fences and walls. All fences must be of PVC material and installed with the posts and supports on the inside. The style of fences and specifications for installation shall be referenced in the "Planing Criteria". No fence or wall may be constructed in the following areas of any Lot: (i) between the street along the front of the Dwelling and a straight line being the extensions of the surface of the furthest set back portion of the front side of the Dwelling to each of the two side Lot lines; (ii) between the street facing a side of the Dwelling and a straight line being the extension of the surface of the furthest set back portion of the side of the Dwelling to the rear Lot line; or (iii) in any drainage, landscape or other easement area shown on any plat of the Property. (Any fence or wall within a drainage easement area must comply with Section 11 above). Notwithstanding anything herein to the contrary, so long as Declarant or builders designated by Declarant maintain

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any model homes within the Property, they shall have the right to fence all or any part of any Lots being used for parking for the term of such use.

17. Yard Accessories and Play Structures. All yard accessories, play structures, excluding basketball hoops or backboards, and any other fixed games, shall be located at the rear of the Dwelling, except that, in the case of Dwelling(s) on corner Lots, such accessories and structures shall be restricted to the side yard furthest from the side street and to that portion of the rear yard which is no closer to the side street than a fence would be permitted to be located under subsection 16(ii), above.

Basketball structures, shall be permanently mounted to a permanent in-ground pole, will only be allowed only under the following conditions:

- (1) basketball hoops and structures must be well-maintained;
- (2) backboards must be transparent or white, NBA approved, with a limit of two colors of trim;
- (3) nets are limited to white nylon; and
- (4) the location of the in-ground pole shall be mid-point of the driveway on the side furthest from the door of the home.

The pole must be black metal and permanently mounted into the ground with a concrete base. No permanent basketball structures may be placed in any side yard.

18. Use, Rentals. Lots shall be used for single family residential purposes only. Owners may rent or lease Dwellings for periods of at least one (1) year provided that (a) the Owner delivers ten (10) days' prior written notice of the lease or rental to the Association, together with a copy of the written lease or rental agreement; (b) the tenant completes such informational form as may be required by the Association and Owner delivers the same to the Association prior to commencement of the tenancy; (c) the agent or Owner shall conduct a background check on the tenant and occupants of the home and shall provide a copy of the information to the Association with the rental application; (d) a \$50.00 non-refundable application fee shall be submitted with the rental application prior to approval by the Association; and (e) the Association shall have the right to enforce its rules and regulations and the restrictions set forth in this Declaration against such tenant and the Owner but without any obligation to do so against tenant, such enforcement being the sole responsibility of the Owner.

19. Pools. Swimming pools may not be located in the front or side yard of any Lot, nor nearer than the Dwelling to any side street Lot line. Above ground pools are not permitted in any location on the lot.

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20. Dwellings and Garages.

a. No Dwelling located on a 50 foot lot shall have a heated area of less than eleven hundred (1,100) square feet, and no Dwelling located on a 40 foot lot shall have a heated area of less than one thousand (1,000) square feet, exclusive of screened area, open porches, terraces, patios and garage.

b. No Dwelling shall exceed two (2) stories in height, nor shall it exceed thirty-five (35) feet in height.

c. Except as is specifically permitted in Section 12 above, no projections of any type other than chimneys, skylights, antennas, and vent stacks shall be placed or permitted to remain above any roof of the Dwelling.

d. No Dwelling shall have exposed structural block on its front elevation.

e. All driveways shall be constructed of solid concrete or decorative pavers approved by the ARB. Paints, stains or decorative colors are not permitted upon the driveways. Clear or concrete gray sealants may be applied to driveways with the prior permission of the ARB.

f. All oil tanks, soft water tanks, wood piles, water softeners, well pumps, sprinkler pumps, pool and spa equipment and heaters, and other or similar mechanical fixtures and equipment, shall be screened or located so as not to be visible from a street or other Lot.

g. All Dwellings located on a 50-foot wide lot shall have at least a two (2) car garage and all Dwellings located on a 40-foot wide lot shall have at least a one (1) car garage. No garage shall be enclosed for a living area.

21. Tree Removal and Landscaping. Except by Declarant, trees measuring six (6) inches or more in diameter at three (3) feet or more above ground level shall not be cut or removed without the prior written consent of the ARB; provided, however, trees located within six (6) feet of the location of the Dwelling as approved by the ARB may be removed without prior approval. More restrictive arbor ordinances or environmental laws shall control in the event of conflict herewith. All Owners of completed lots shall maintain one Oak tree on the easement between the street and sidewalk in front of the home. No other landscaping, hardscaping, or trees shall be placed in this easement at anytime. Dwellings on corner lots shall maintain a minimum of three Oak trees on the easement in front and on the side of the completed Dwelling. There shall be no removal of trees or Lot clearing, other than clearing of underbrush, until the ARB has approved in writing a general, conceptual landscape plan that designates those existing trees to be retained and preserved on the Lot. All Lots shall have fully sodded front and side lawns except in approved landscape or retained natural areas. Unless prohibited by law, natural vegetation shall be finished by removal of underbrush and addition of mulch. Notwithstanding the foregoing, Declarant intends to leave natural areas natural and undisturbed to the extent reasonable.

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22. Collection. All trash, garbage and refuse shall be placed for pickup not earlier than 6:00 pm the evening preceding pickup, and all containers for garbage and refuse shall be returned no later than 6:00 pm the evening of pickup to their normal, hidden location. Except for normal construction debris on any Lot during the course of construction of the Dwelling, no weeds, garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion of the Property.

23. Pumping or Draining. The Owner of any Lot which includes or is adjacent to any pond, creek, bay head, or other body of water shall not reduce the depth or size of said body of water by pumping or draining therefrom.

24. Ramps. No skateboard or bicycle ramp or similar structure shall be permanently installed or maintained overnight on any portion of any Lot located forward of the rear wall of the Dwelling or adjacent to any side street.

25. Declarant Reservation. Any provision of this Declaration to the contrary notwithstanding, until Declarant has completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Owners nor the Association shall interfere with the completion of Declarant's planned improvements and the sale of the Lots. Declarant may make such lawful use of the unsold Lots and the Common Property, without charge, as may facilitate such completion and sale, including, but not limited to, maintenance of sales and construction trailers and offices, the showing of the Lots and the display of signs and the use of Lots for vehicular parking.

26. Security Bars. No security bar system may be installed on any window or door of any Dwelling in the Property.

27. Mailboxes. Community mailboxes may be provided by the U.S. Post Office and individual mailboxes on each Lot shall be prohibited while community mailboxes are utilized by the U.S. Post Office. All mailboxes and posts shall remain as originally conveyed by the builder of the home. Owners shall maintain the mailbox and post in a first-class neat, clean and attractive condition and undertake all necessary repairs or replacement of the mailbox or post as required by the Association.

28. Cable Television. The Declarant, for itself and the Association, is authorized to negotiate and enter into a contract for the provision of cable television services to the Development, under such terms and conditions as the Declarant or the Association, as applicable, deems appropriate in its discretion. To the extent that any Owner desires cable television service to be provided to its Lot, then such Owner shall be obligated to purchase service from any company with which the Declarant or the Association has entered into an exclusive arrangement. To the extent that bulk cable television service is to be provided under such contract, then any charges therefor shall be added to the budget of the Association and shall be a portion of the annual assessment payable by the Owners of all Lots in the Development. If a bulk service contract is entered into, then the provision of additional premium cable services to each Lot shall be determined by each individual Owner, and the cost of such additional premium cable services shall be borne directly by such individual Owner. If any cable television service contract entered into does not provide for bulk services, then the

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scope and cost for cable services to be provided to each Lot shall be determined by each individual Owner, and the cost thereof shall be borne directly by such individual Owner. Further, to the extent that any easements for the installation and maintenance of cable television facilities are required over any Lot to provide cable television service to the Dwelling to be constructed on such Lot, then the builder or developer of such Lot shall grant to the cable television service provider with whom the Declarant or the Association has entered into a written agreement any such easements as are reasonable required by such cable television provider.

29. Energy-Saving Devices. The Association shall be empowered to adopt rules governing the type of clotheslines, solar collectors, solar heating panels and other energy-saving devices that may be permitted on any Lot and establish reasonable restrictions relating to safety, location and maintenance thereof. Clotheslines permissible pursuant to the rules of the Association may only be installed in a rear yard location, not visible from the street or neighboring property. This restriction and all rules promulgated pursuant hereto shall be construed so as to not conflict with, or violate the terms of Section 163.04, Florida Statutes.

ARTICLE X

ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner may impose any additional covenants or restrictions on any part of the Property without the prior written approval of Declarant, for so long as Declarant owns any Lots, and thereafter without the prior written approval of the Board.

ARTICLE XI

AMENDMENT

The holders of at least two-thirds (2/3) of the votes in the Association (without regard to class) may change or amend any provision hereof either (1) by causing the Association to execute and record a written instrument setting forth such amendment, or (2) by causing a certified copy of a duly adopted resolution of the Owners to be prepared, and having the same recorded in the Public Records of Hillsborough County; provided, however, that so long as Declarant is in control of the Association and maintains its Class "B" memberships status, Declarant may initiate, adopt and make any amendment to this Declaration without the joinder or consent of any Owner or any other party. Any proposed amendment may be initiated by Declarant, the Association, or petition signed by ten percent (10%) of the Owners. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted by vote, the affirmative vote required for adoption shall be two-thirds (2/3) of a quorum of the members (without regard to class) cast in person or by proxy at a meeting duly called, and the recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment, or the certified copy of the duly adopted resolution, among the Public Records of Hillsborough County.

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ARTICLE XII
HUD/FHA/VA AND DISTRICT APPROVAL RIGHTS

Notwithstanding anything in this Declaration to the contrary, as long as there exists a Class "B" membership, if any one or more of HUD, FHA or VA requires approval or consent by it or them to annexation of Additional Property, any merger or consolidation involving the Association, the placing of any mortgage lien on the Common Property, dedication to the public of any Common Property, any amendment of this Declaration, or dissolution of the Association, by any one or more of said agencies as a condition of making, insuring or purchasing loans on Dwellings in the Property, and any such loan has been approved, insured or purchased by the applicable agency at the time of the proposed annexation, merger, consolidation, mortgaging, dedication, amendment or dissolution, then the required consent or approval shall be obtained. In addition, any amendment to this Declaration which alters the Master Surface Water Management System beyond maintenance in its original condition, including the surface water management portions of the Common Property, must have the prior approval of the District. This Declaration may not be amended without the prior written consent of the District if such amendment would change any of the provisions of this Declaration governing or affecting the operation, maintenance or repair of the Master Surface Water Management System for the Property.

ARTICLE XIII
DURATION AND TERMINATION

This Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, the Association and any Owner, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded in the public records, after which time this Declaration and each Supplemental Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the commencement of any 10-year extension period an instrument signed by the Owners of eighty percent (80%) of the Lots and agreeing to terminate this Declaration is recorded in the Public Records of Hillsborough County.

ARTICLE XIV
ENFORCEMENT

1. **Remedies.** If any person shall violate or attempt to violate this Declaration, it shall be lawful for Declarant, any Owner, or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate this Declaration, (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate this Declaration, for the purpose of preventing or enjoining all or any such violations or attempted violations, or (c) to maintain a proceeding for any other equitable or legal recourse or remedy available at law or in equity. In addition, whenever there shall have been built or there shall exist on any Lot any structure, thing or condition which violates this Declaration, Declarant or the Association (but not any Owner) shall have the right, but not the obligation, to enter upon the Lot where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such Lot, which expense shall constitute an individual assessment to be treated and collected as set forth in Article VI, and such entry and abatement or removal shall not be deemed a

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trespass or make Declarant or Association, or the agents or employees of either, liable for any damages on account thereof. The remedies contained in this provision shall be cumulative of all other remedies now or hereafter provided by law or this Declaration. The failure of Declarant, the Association, or an Owner to enforce any covenant, restriction, obligation, right, power, privilege or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

The District shall have the right to enforce, by a proceeding at law or in equity, the provisions of this Declaration which relate to maintenance, operation and repair of the Master Surface Water Management System.

In addition to the enforcement rights of the Declarant and the Association as set forth elsewhere in this Declaration, the District shall have the right to take enforcement measures, including a civil action for injunction and/or penalties, against the CDD or Association, as applicable, to compel the correction of any outstanding problems with the Master Surface Water Management System which are in violation of Article IX, Section 1 hereof. If the CDD or the Association ceases to exist, all of the Owners shall be jointly and severally responsible for the operation and maintenance of the Master Surface Water Management System in accordance with the requirements of the District's permit for the Development unless and until an alternative entity assumes responsibility therefor.

2. Severability. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions, which other provisions shall remain in full force and effect.

3. Attorneys' Fees. In the event Declarant or any Owner brings suit to enforce any provision hereof or for damages on account of any breach of this Declaration or any warranty, covenant, condition, requirement or obligation contained herein, Declarant or any other Owner will be entitled to recover from the other party(ies), in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation, including without limitation reasonable attorneys' fees.

4. Notices. All notices shall be in writing. Any notice sent to an Owner shall be deemed to have been properly sent when hand delivered or when mailed, postage paid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. Notices may be sent by like method to Declarant at the address set forth in the preamble to this Declaration, and by like method to the Association at its address last registered with the Office of the Secretary of State, State of Florida.

ARTICLE XV DECLARANT'S ADDITIONAL RIGHTS

Declarant's Rights; Obligation of Cooperation by Association. Until such time as Declarant has completed all of the contemplated improvements and has sold all of the Lots within the

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Development, the following provisions shall apply and control notwithstanding any provisions contained in this Declaration to the contrary:

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1. The Association hereby grants the Declarant an easement, assignable by the Declarant, across all Common Area and additions to Common Area, for the construction of water, sewer, drainage, water retention, reclaimed water, irrigation, cable television, television antennae, gas and electric facilities; for the installation of any other utility, community system and service or facility deemed by Declarant necessary or desirable for the development of the Properties and Common Area; and for the conduct of all construction, sales and marketing activities deemed necessary or desirable by the Declarant.

2. The Association grants the Declarant the right to alter the boundaries of the Common Area whether or not they have been previously deeded to the Association, provided that such alteration does not substantially, materially and adversely affect the function and use of the Common Area. The Association and each Owner hereby irrevocably appoint the Declarant or its officers as their attorney-in-fact to execute and/or deliver any document, plat, deed or other written instrument necessary or convenient to accomplish the addition of Common Area and Properties, to create easements as deemed necessary by Declarant and to adjust the boundary or boundaries of the Common Area. Such appointment shall be deemed coupled with an interest and irrevocable.

3. Neither the Association nor its Members, nor the use of the Common Area by the Association or its Members, shall interfere with the completion of the contemplated improvements or the marketing and sale by Declarant of Lots within the Development.

4. Declarant reserves and the Association grants to Declarant the right to make such use of Lots and the Common Area, as may facilitate completion and sale of Lots by the Declarant. Without limiting the foregoing, Declarant shall have the right to maintain a sales office, model units, administration office and/or construction office (which may be a construction trailer or a temporary or permanent building) on Lots or on the Common Area, which, notwithstanding anything in this Declaration to the contrary, may be fenced during its ownership by Declarant. Upon sale of any model home for residential use, the garage shall be restored to be used for vehicular parking and all temporary improvements such as fencing, flags and signage shall be removed. Declarant further shall have the right to erect and maintain signs on Lots or on the Common Area, shall have the right to bring prospective purchasers upon the Common Area, shall have the right to use the Common Area for any sales or marketing purposes, shall have the right to grant the right of use of the Common Area to any prospects or any other individuals or group in its sole discretion and shall be entitled to conduct all other marketing activities desired by Declarant.

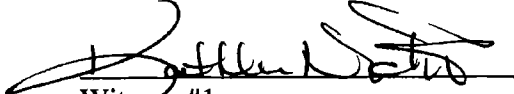
5. Without the express prior written consent of Declarant, no amendment shall be made to the Declaration and no Rules and Regulation shall be adopted by the Association which shall modify the assessments or other charges on Declarant's Lots or which shall restrict, impair or in Declarant's sole judgment adversely affect Declarant's activities on the Common Area, delegation of use of the Common Area, or marketing and sale of the remaining Lots in the Development, whether or not such activities are enumerated in the preceding paragraphs.

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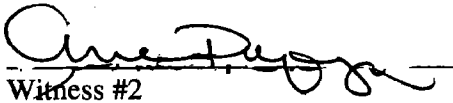
IN WITNESS WHEREOF, Declarant has executed this Declaration on the day and year first above written.

WITNESSES:

DECLARANT:



Witness #1

Kathleen Nicholson
Printed Name


Witness #2

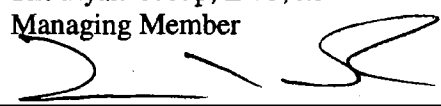
Anne Duffy
Printed Name

THE RYAN GROUP, LLC

By: 
John M. Ryan, Managing Member

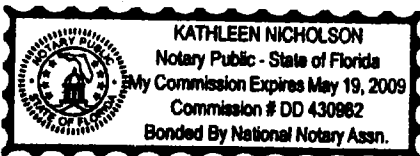
SUMMERFIELD II, LLC

By: The Ryan Group, LLC, its
Managing Member

By: 
John M. Ryan, Managing Member

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 6th day of February, 2006, by John M. Ryan, as Managing Member of The Ryan Group, LLC, a Florida limited liability company, and as Managing Member of The Ryan Group, LLC as Managing Member of Summerfield, II, LLC, a Florida limited liability company, on behalf of the companies. He is personally known to me or has produced _____ (type of identification) as identification.



(NOTARY SEAL)


Notary Public, State of Florida

Printed Name: Kathleen Nicholson

My Commission Expires: May 19, 2009

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EXHIBIT "A"

SOUTH FORK UNIT 7

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Commence at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 16, Township 31 South, Range 20 East; thence along the southerly boundary of the North 1/2 of the Northwest 1/4 of said Section N.89°57'02"E, a distance of 247.02 feet to the Point of Beginning; thence N.89°57'02"E, a distance of 2,835.31 feet; thence S.00°02'40"E, a distance of 64.61 feet to a point of curve to the left having a radius of 1,325.00 feet, a central angle of 09°16'32", and a chord bearing of S.04°40'56"E, 214.27 feet; thence southerly along the arc a distance of 214.50 feet to a point of reverse curve to the right having a radius of 1,350.00 feet and a central angle of 09°16'14", a chord bearing S.04°41'05"E, 218.20; thence southerly along the arc, a distance of 218.43 feet; thence S.00°02'58"E, a distance of 72.18 feet to a point of curve to the right having a radius of 1,410.00 feet, a central angle of 46°03'11", and a chord bearing of S.22°58'38"W, 1,103.06 feet; thence southwesterly along the arc a distance of 1,133.33 feet to a point of compound curve to the right having a radius of 25.00 feet and a central angle of 92°41'55" and a chord bearing of N.87°38'49"W, 36.18; thence westerly along the arc, a distance of 40.45 feet; thence N.41°17'52"W, a distance of 793.96 feet; thence S.48°42'08"W, a distance of 110.00 feet to the point of curve of a non tangent curve to the left, of which the radius point lies S.48°42'08"W, a radial distance of 25.00 feet and having a chord bearing of N.86°17'52"W, 35.36 feet; thence westerly along the arc, through a central angle of 90°00'00", a distance of 39.27 feet; thence N.41°17'52"W, a distance of 82.00 feet to the point of curve of a non tangent curve to the left, of which the radius point lies N.41°17'52"W, a radial distance of 25.00 feet and having a chord bearing of N.03°42'08"E, 35.36 feet; thence northerly along the arc, through a central angle of 90°00'00", a distance of 39.27 feet; thence N.41°17'52"W, a distance of 268.89 feet; thence N.89°56'36"W, a distance of 1,380.93 feet; thence N.00°03'24"E, a distance of 624.39 feet; thence N.89°55'58"W, a distance of 152.62 feet; thence N.00°04'13"E, a distance of 128.41 feet to the Point of Beginning.

Containing 60.921 acres, more or less.

Also known as South Fork Unit 7 per plat thereof recorded in Plat Book 106, Pages 113 through 129, Public Records of Hillsborough County, Florida.

AND

SOUTH FORK UNIT 9

A parcel of land in Section 16, Township 31 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

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Commencing at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of said Section 16; thence North 89°57'02" East, along the South boundary of the North 1/2 of the Northwest 1/4 of said Section 16, a distance of 2,671.91 feet to the Southwest corner of the North 1/2 of the Northeast 1/4 of said Section 16; thence continue North 89°57'02" East, along the South boundary of the said North 1/2 of the Northeast 1/4 of section 16, a distance of 410.41 feet to the Point of Beginning; thence continue along said line N.89°57'02"E., a distance of 2,277.65 feet to the Easterly boundary of Section 16, Township 31 South, Range 20 East; thence South 00°15'43" West, along said line a distance of 1,326.76 feet to the Northeast corner of the Southeast 1/4 of said section; thence South 00°19'50" west, along said Easterly boundary a distance of 273.58 feet; thence leaving said line South 89°41'32" West, a distance of 1,202.83 feet; thence North 00°16'00" East, a distance of 575.01 feet; thence North 90°00'00" West, a distance of 546.91 feet; thence North 84°53'12" West, a distance of 199.22 feet; thence North 80°17'11" West, a distance of 236.90 feet to the point of curvature of a non tangent curve; thence 799.48 feet along the arc of a curve to the right, concave Northwest, having a radius of 1,520.00 feet, delta 30°08'10" and a chord bearing and distance of South 30°26'42" West, 790.30 feet to a point of reverse curvature; thence 74.98 feet along the arc of a curve to the left, concave East, having a radius of 50.00 feet, delta 85°55'10" and a chord bearing and distance of South 02°33'12" West, 68.15 feet; thence South 49°05'09" West, a distance of 110.00 feet to the point of curvature of a non tangent curve; thence 75.89 feet along the arc of a curve to the left, concave South, having a radius of 50.00 feet, delta 86°58'02" and a chord bearing and distance of North 83°53'24" West, 68.81 feet; thence North 29°29'21" West, a distance of 111.05 feet to the point of curvature of a non tangent curve; thence 40.98 feet along the arc of a curve to the left, concave West, having a radius of 25.00 feet, delta 93°55'01" and a chord bearing and distance of North 05°39'39" East, 36.54 feet; thence North 49°35'37" East, a distance of 110.01 feet to the point of curvature of a non tangent curve; thence 40.45 feet along the arc of a curve to the left, concave North, having a radius of 25.00 feet, delta 92°41'55" and a chord bearing and distance of south 87°38'49" East, 36.18 feet to a point of compound curvature; thence 1,133.33 feet along the arc of a curve to the left, concave Northwest, having a radius of 1,410.00 feet, delta 46°03'11" and a chord bearing and distance of North 22°58'37" East, 1,103.06 feet; thence North 00°02'58" West, a distance of 72.18 feet to a point of curvature; thence 218.43 feet along the arc of a curve to the left, concave West, having a radius of 1,350.00 feet, delta 09°16'14" and a chord bearing and distance of North 04°41'05" West, 218.20 feet to a point of reverse curvature; thence 214.50 feet along the arc of a curve to the right, concave East, having a radius of 1,325.00 feet, delta 09°16'32" and a chord bearing and distance of North 04°40'56" West, 214.27 feet; thence North 00°02'42" West, a distance of 64.61 feet to the southerly boundary of the North 1/2 of the Northeast 1/4 of said section and the Point of Beginning.

Containing 71.487 acres, more or less.

Also known as South Fork Unit 9 per plat thereof recorded in Plat Book 106, Pages 269 through 287, Public Records of Hillsborough County, Florida.

AND

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SOUTH FORK UNIT 10

A parcel of land in Section 16, Township 31 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of said Section 16; thence North 89°57'02" East, along the South boundary of the North 1/2 of the Northwest 1/4 of said Section 16, a distance of 2,671.91 feet to the Southwest corner of the North 1/2 of the Northeast 1/4 of said Section 16; thence continue North 89°57'02" East, along the South boundary of the said North 1/2 of the Northeast 1/4 of Section 16, a distance of 2,688.06 feet to the Easterly boundary of Section 16, Township 31 South, Range 20 East; thence South 00°15'43" West, along said line a distance of 1,326.76 feet to the Northeast corner of the Southeast 1/4 of said Section; thence South 00°19'50" West, along said Easterly boundary a distance of 273.58 feet; thence leaving said line South 89°41'32" West, a distance of 1,202.83 feet to the Point of Beginning; thence South 00°16'00" West, a distance of 808.59 feet to the point of curvature of a non tangent curve; thence 1,568.92 feet along the arc of a curve to the right, concave Northeast, having a radius of 1,945.00 feet, delta 46°13'02" and a chord bearing and distance of North 63°30'54" West, 1526.73 feet; thence North 40°24'23" West, a distance of 14.49 feet to a point of curvature; thence 74.98 feet along the arc of a curve to the right, concave East, having a radius of 50.00 feet, delta 85°55'10" and a chord bearing and distance of North 02°33'12" East, 68.15 feet to a point of reverse curvature; thence 799.48 feet along the arc of a curve to the left, concave Northwest, having a radius of 1,520.00 feet, delta 30°08'10" and a chord bearing and distance of North 30°26'42" East, 790.30 feet; thence South 80°17'11" East, a distance of 236.90 feet; thence South 84°53'12" East, a distance of 199.22 feet; thence South 90°00'00" East, a distance of 546.91 feet; thence South 00°16'00" West, a distance of 575.01 feet to the Point of Beginning.

Containing 33.630 acres, more or less.

Also known as South Fork Unit 10 per plat thereof recorded in Plat Book 107, Pages 1 through 11, Public Records of Hillsborough County, Florida.

AND

SOUTH FORK UNIT 11

All that tract or parcel of land lying and being in Section 16, Township 31 South, Range 20 East, Hillsborough County, Florida and being more particularly described as follows:

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Beginning at the Southeast corner of the Southwest 1/4 of Section 16, Township 31 South, Range 20 East, Hillsborough County, Florida; thence South 89°58'12" West, along the Southerly boundary of the said Southwest 1/4 a distance of 938.86 feet; thence leaving said line North 00°00'07" West, a distance of 1,053.39 feet to a point of curvature; thence 871.83 feet along the arc of a curve to the right, concave southeast, having a radius of 950.00 feet, delta 52°34'52" and a chord bearing and distance of North 26°17'19" East, 841.56 feet; thence North 37°25'15" West, a distance of 110.00 feet to the point of curvature of a non tangent curve; thence 39.25 feet along the arc of a curve to the left, concave west, having a radius of 25.00 feet, delta 89°57'13" and a chord bearing and distance of North 07°36'09" East, 35.34 feet; thence North 52°37'36" East, a distance of 80.00 feet to the point of curvature of a non tangent curve; thence 39.27 feet along the arc of a curve to the left, concave north, having a radius of 25.00 feet, delta 90°00'00" and a chord bearing and distance of South 82°22'24" East, 35.36 feet; thence North 52°37'36" East, a distance of 525.00 feet; thence South 29°29'21" East, a distance of 111.05 feet to the point of curvature of a non tangent curve; thence 75.89 feet along the arc of a curve to the right, concave south, having a radius of 50.00 feet, delta 86°58'02" and a chord bearing and distance of South 83°53'24" East, 68.81 feet; thence South 40°24'23" East, a distance of 13.52 feet to a point of curvature; thence 520.75 feet along the arc of a curve to the left, concave northeast, having a radius of 2,055.00 feet, delta 14°31'08" and a chord bearing and distance of South 47°39'57" East, 519.35 feet; thence South 33°32'28" West, a distance of 115.70 feet to a point of curvature; thence 327.84 feet along the arc of a curve to the left, concave east, having a radius of 560.00 feet, delta 33°32'35" and a chord bearing and distance of South 16°46'10" West, 323.18 feet; thence South 00°00'07" East, a distance of 1,422.22 feet to the Southerly boundary of the Southeast 1/4 of said Section 16; thence South 89°57'01" West, along said line a distance of 246.14 feet to the Point of Beginning.

Containing 53.880 acres, more or less.

Also known as South Fork Unit 11 per plat thereof recorded in Plat Book 107, Pages 12 through 25, Public Records of Hillsborough County, Florida.

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ARTICLES OF INCORPORATION
OF
SOUTH FORK OF HILLSBOROUGH COUNTY III
HOMEOWNERS ASSOCIATION, INC.
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In compliance with the requirements of Florida Statutes, Chapter 617 and 720, the undersigned incorporator has executed, adopted and caused to be delivered for filing these Articles of Incorporation for the purpose of forming a corporation not for profit and does hereby certify:

ARTICLE I

NAME OF CORPORATION

The name of the corporation is SOUTH FORK OF HILLSBOROUGH COUNTY III HOMEOWNERS ASSOCIATION, INC. (hereinafter called the "Association").

ARTICLE II

PRINCIPAL OFFICE OF THE ASSOCIATION

The principal place of business and the mailing address of the Association is located at 2502 North Rocky Point Drive, Suite 1050, Tampa, FL 33607.

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the registered office of the Association is 1150 Cleveland Street, Suite 300, Clearwater, Florida 33755, and the name of the initial registered agent to accept service of process within the State of Florida at that address is Gary N. Strohauser, Esquire of Baxter, Strohauser, Mannion & Silbermann, P.A.

ARTICLE IV

DEFINITIONS

Unless otherwise provided herein to the contrary, all terms used in these Articles shall have the same definitions and meanings as those set forth in that certain Declaration of Covenants, Conditions and Restrictions for SOUTH FORK OF HILLSBOROUGH COUNTY III HOMEOWNERS ASSOCIATION, INC., recorded or to be recorded in the Public Records of Hillsborough County, Florida, as it may from time to time be amended (hereinafter called the "Declaration").

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ARTICLE V

PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to the Members thereof. The specific purposes for which the Association is formed are to promote the health, safety, and general welfare of the residents within the Property described in that certain Declaration of Covenants, Conditions and Restrictions for SOUTH FORK OF HILLSBOROUGH COUNTY III HOMEOWNERS ASSOCIATION, INC., to be recorded in Hillsborough County, Florida, and any additions thereto as may hereafter be brought under the jurisdiction of the Association. The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers. The Association shall have all the powers of a not-for-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles or the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, operation and improvement of the Property and Areas of Common Responsibility, including, without limitation, the following powers:

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- (a) Own and convey real property;
- (b) Own, operate, maintain and convey the Common Property and to operate and maintain Areas of Common Responsibility, including, without limitation, the Master Surface Water Management System and any personal property owned by the Association;
- (c) Operate and maintain the Master Surface Water Management System including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain, compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas;
- (d) Grant easements as to the Common Property to public and private utility companies, including, without limitation, cable television, and to public bodies or governmental agencies or other entities or persons, with or without cost or charge at the sole discretion of the Board of Directors, where convenient, desirable or necessary in connection with the development of the Properties, and the providing of utilities and other services thereto, and to enter into shared facilities agreements and related reciprocal easement agreements as may be deemed desirable to provide for utilities and other facilities, and the maintenance thereof and costs associated therewith with any third parties, including, without limitation, homeowners' associations and other public and private utility companies, agencies and entities;
- (e) Establish rules and regulations for the operation of the Association, the Common Property and the Development;

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(f) Annex additional real property in accordance with the provisions of the Declaration;

(g) Sue and be sued;

- (h) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the Association;
- (i) Abate nuisances and enjoin or seek damages from Owners for violation of the provisions of these Articles, the Bylaws, the Declaration and any rules and regulations of the Association;
- (j) Contract for services to be provided to and for the benefit of the Association, including, without limitation, contract for services to provide for the operation and maintenance of the Master Surface Water Management System if the Association contemplates employing a maintenance company for such purposes; and
- (k) Purchase insurance of any nature in such amounts and with such companies as the Board of Directors shall deem necessary or appropriate.

ARTICLE VI

MEMBERSHIP

Section 1. Members. Every person or entity who is a record Owner of a fee interest in any Lot in the Property shall be a Member of the Association. The Declarant under the Declaration shall also be a Member for so long as Declarant owns any portion of the Property. Notwithstanding anything else to the contrary set forth in this Article, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association. The Association membership of each Owner (other than Declarant) shall be appurtenant to and may not be separated from the Lot giving rise to such membership, and shall not be transferred except upon the transfer of title to said Lot and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

Section 2. Classes. The Association shall have two (2) classes of voting membership:

- (1) Class "A". Class "A" Members shall be all Owners of Lots, with the exception of Declarant for so long as Declarant retains Class "B" voting rights. Class "A" Members shall be entitled on all issues to one (1) vote for each Lot in which they hold the interest required for membership.

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(m) Class "B". The sole Class "B" Member shall be Declarant. Declarant shall be entitled to three (3) votes for each Lot actually or potentially included in the Property owned by Declarant. The actual number of votes of Declarant shall be determined, from time to time, in accordance with the terms of the Declaration. The Class "B" Member shall be entitled to cast all of its votes in any vote or election held by the Association.

(n) Termination of Class "B" Membership. As each Lot in the Property is conveyed by Declarant to a Class "A" Member, Declarant's votes for that Lot shall lapse. The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of the following:

- (i) When the total outstanding Class "A" votes in the Association equals or exceeds the total outstanding Class "B" votes; or
- (ii) Twenty-five (25) years from the date of recording this Declaration; or
- (iii) At such earlier time as Declarant, in its discretion, may so elect.

Upon the happening of any one of these events, Declarant shall call a special meeting of the Members to advise of the termination of Class "B" membership, and provide written notice of such event.

Section 3. Multiple Owners. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, none of the votes for that Lot shall be counted. If any Owner casts a vote on behalf of a Lot, it shall be conclusively presumed that Owner was acting with the authority and consent of all other Owners of that Lot. If more than one Class "A" vote is cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed and administered by a Board of Directors consisting of at least three (3) members. Initially, the Board shall consist of three (3) members, with the number in subsequent years to be determined by the members of the Board or by amendment to the Bylaws of the Association; provided that there shall always be an odd number of directorships

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created. Each director must be either (1) a Member of the Association, or (2) an officer, director or agent either of Declarant or of a member of Declarant. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors are:

NAME

ADDRESS

John M. Ryan

2502 North Rocky Point Drive, #1050
Tampa, FL 33607

Michael Lawson

2502 North Rocky Point Drive, #1050
Tampa, FL 33607

Paul Ray, Jr.

2502 North Rocky Point Drive, #1050
Tampa, FL 33607

Any other provision of this Article VII to the contrary notwithstanding, Owners other than Declarant shall be entitled to elect at least a majority of the members of the Board of Directors not later than the earliest of the events specified in Article VI, Section 2(c) above. Until then, Declarant shall be entitled to appoint and remove all members of the Board of Directors. Thereafter, Declarant shall be entitled to elect at least one member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Development. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant-owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors. Interim vacancies in the Board of Directors shall be filled by Declarant until Declarant has no authority to appoint Directors and thereafter by the majority of the remaining Directors, and any such appointed Director shall serve for the remaining term of his predecessor. After Declarant relinquishes its right to appoint the Board of Directors, the Members shall elect the directors by majority vote, for staggered terms of three (3) years each. To create the staggered terms, one post shall become vacant in one (1) year and a successor director shall be elected. The second post shall be deemed vacant at the end of the second year, and a successor director shall be elected. The third post shall be deemed vacant at the end of the third year, and a successor director shall be elected. All successor directors shall serve for terms of three (3) years each. In the event that the number of people comprising the Board of Directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year.

ARTICLE VIII

OFFICERS

The day-to-day affairs of the Association shall be administered, subject to the direction and authority of the Board of Directors, by the officers of the Association, which may include a President, Vice President, Secretary and Treasurer and such other officers as permitted by the Bylaws. The Declarant shall have the right to appoint and remove any officer so long as Declarant

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shall own ten percent (10%) or more of the Lots in the Property; thereafter the officers shall be appointed by the Board of Directors and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

NAME

ADDRESS

President:

John M. Ryan

2502 North Rocky Point Drive, #1050
Tampa, FL 33607

Secretary:

Michael Lawson

2502 North Rocky Point Drive, #1050
Tampa, FL 33607

Treasurer:

Paul Ray, Jr.

2502 North Rocky Point Drive, #1050
Tampa, FL 33607

ARTICLE IX

DURATION

The corporation shall commence to exist upon the filing of these Articles with the Florida Department of State and shall thereafter exist in perpetuity. In the event the Association is dissolved, the Master Surface Water Management System and any other Common Property shall be conveyed to an appropriate agency of local government, and that if such property is not accepted thereby, then the Master Surface Water Management System and any other Common Property shall be dedicated to another not for profit corporation.

ARTICLE X

AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

Section 1. Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapters 617 and 720, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

Section 2. Adoption. Amendments shall be proposed and adopted in the manner provided in Chapters 617 and 720, Florida Statutes. Subject to the terms of Article XIV, any amendment to these Articles of Incorporation shall require the assent of two thirds (2/3) of the votes of the entire membership without regard to class.

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Section 3. Amendment by Declarant. Notwithstanding the provisions of Sections 1 and 2 of this Article X, the Declarant shall have the right to amend these Articles at any time in its sole and absolute discretion so long as Class B Membership exists.

Section 4. Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Hillsborough County, Florida.

Section 5. Limitations. No amendment shall be made that is in conflict with the Declaration.

ARTICLE XI

BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided in the Bylaws.

ARTICLE XII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. The Association shall defend, indemnify and hold harmless any person of the Association who is made a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceedings, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, officer, committee member, employee or agent of the Association:

(a) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit, or proceeding (other than one by or in the right of the Association), if he acted in good faith, and, with respect to any criminal action or proceedings, he had no reasonable cause to believe his conduct was unlawful; and

(b) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings) actually and reasonably incurred by him in connection with the defense or settlement of an action or suit by or in the right of the Association, if he acted in good faith.

Section 2. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, or, with respect to any criminal action or proceeding, that such person had reasonable cause to believe that his conduct was unlawful.

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Section 3. Notwithstanding any other provision hereof to the contrary, no indemnification shall be made with respect to any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misconduct in the performance of his duty to the Association.

Section 4. Any indemnification under Section 1 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director or officer, committee member, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding, or (b) if such quorum is not obtainable, or even if obtainable and a quorum of disinterested Directors so directs, by a majority vote of Members of the Association.

Section 5. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association from time to time as incurred rather than only after the final disposition of such action, suit, or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Association of an undertaking by or on behalf of the director or officer to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Association.

Section 6. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which the Association's directors, officers, committee members, employees or agents may be entitled under the Association's bylaws, agreement, vote of Members or disinterested directors, or otherwise, both as to actions in their official capabilities and as to action in another capacity while holding such offices or positions, and shall continue as to a person who has ceased to be a director, officer, committee member, agent or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. Notwithstanding the foregoing provisions, indemnification provided under this Article shall not include indemnification for any action of a director, officer, committee member, agent or employee of the Association for which indemnification is deemed to be against public policy. In the event that indemnification provided under this Article is deemed to be against public policy, such an event shall not invalidate or affect any other right or indemnification herein provided.

Section 8. The Association shall have the power, but shall not be obligated, to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any director, officer, committee member, agent or employee of the Association in any of his capacities as described in Section 1, whether or not the Association would have the power to indemnify him or her under this Article.

Section 9. Any person requesting indemnification shall first look to any insurance maintained by the Association for indemnification against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement (as described above). The Association shall be obligated to indemnify such person (if entitled to indemnification by the Association) only to the

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extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines, or amounts paid in settlement are paid pursuant to insurance maintained by such Association, the Association shall have no obligation to reimburse the insurance company.

ARTICLE XIII

INCONSISTENCY

In the event of any inconsistency between the terms and provisions contained in the Declaration and those contained in these Articles of Incorporation, the terms and provisions of the Declaration shall prevail.

ARTICLE XIV

REQUIRED APPROVALS

Notwithstanding anything in these Articles to the contrary, as long as there exists a Class "B" membership, if any one or more of HUD, FHA or VA requires approval or consent by it or them to annexation of Additional Property, any merger or consolidation involving the Association, the placing of any mortgage lien on the Common Property, dedication to the public of any Common Property, any amendment of the Declaration or these Articles, or dissolution of the Association, by any one or more of said agencies as a condition of making, insuring or purchasing loans on Dwellings in the Property, and any such loan has been approved, insured or purchased by the applicable agency at the time of the proposed annexation, merger, consolidation, mortgaging, dedication, amendment or dissolution, then the required consent or approval shall be obtained. In addition, in the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Master Surface Water Management System must be transferred to and accepted by an entity which would comply with Section 40D-4, F.A.C., and be approved by the Southwest Florida Water Management District prior to such termination, dissolution or liquidation.

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ARTICLE XV

INCORPORATOR

The name and street address of the sole incorporator to these Articles of Incorporation is John M. Ryan, 2502 North Rocky Point Drive, #1050, Tampa, FL 33607.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the sole incorporator of this Association, has executed these Articles of Incorporation this 6 day of FEBRUARY, 2006.



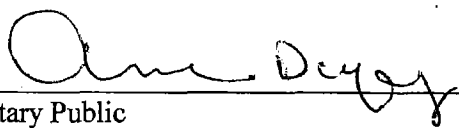
John M. Ryan
Incorporator

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing Articles of Incorporation were acknowledged before me this 6 day of Feb, 2006 by John M. Ryan, who is personally known to me.



Anne Duffy
My Commission DD133694
Expires September 01 2008



Notary Public
My Commission Expires:

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**CERTIFICATE DESIGNATING REGISTERED AGENT FOR
SERVICE OF PROCESS**
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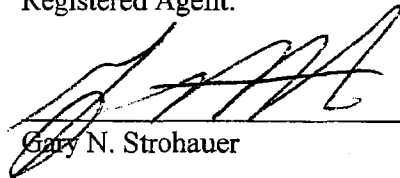
Pursuant to Chapters 48 and 617, Florida Statutes, the following is submitted in compliance with said Acts.

SOUTH FORK OF HILLSBOROUGH COUNTY III HOMEOWNERS ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 1150 Cleveland Street, Suite 300, Clearwater, Florida 33755, has named Gary N. Strohauser, Esquire, of Baxter, Strohauser, Mannion & Silbermann, P.A., located at the above-registered office, as its Registered Agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above-stated corporation at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Acts relative to keeping open said office.

Registered Agent:



Gary N. Strohauser

Dated: FEBRUARY 6, 2006

EXHIBIT "C"
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BY-LAWS
OF
SOUTH FORK OF HILLSBOROUGH COUNTY III
HOMEOWNERS ASSOCIATION, INC.
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ARTICLE I

IDENTITY AND LOCATION

These are the By-Laws of SOUTH FORK OF HILLSBOROUGH COUNTY III HOMEOWNERS ASSOCIATION, INC., herein called the Association, a not for profit corporation organized and existing under Chapters 617 and 720, Florida Statutes, for the purpose of administering the Property, as defined in and in accordance with the terms and conditions of that certain Declaration of Covenants, Conditions and Restrictions for SOUTH FORK OF HILLSBOROUGH COUNTY III HOMEOWNERS ASSOCIATION, INC. (the "Declaration"). The principal office of the Association shall be located at 2502 North Rocky Point Drive, #1050, Tampa, FL 33607, but meetings of the Board of Directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II

GENERAL

Section 1. **Incorporation of Declaration.** As supplemented herein, the regulation of the business and affairs of the Association shall be governed by certain provisions of the Declaration, as amended from time to time, which are incorporated herein by reference as if set forth verbatim.

Section 2. **Definitions.** The definitions set out in the Declaration are incorporated herein by reference.

ARTICLE III

ASSOCIATION PURPOSES AND POWERS

Section 1. **Association's Purposes.** The Association has been organized for the purposes set forth in the Declaration and Articles, including, without limitation, the following:

- (a) to own, operate, maintain and convey the Common Property and to operate and maintain Areas of Common Responsibility, including without limitation the Master Surface Water Management System, and any personal property owned by the Association;
- (b) to clean, clear, trim, remove weeds, limbs, and debris from, and to provide general grounds maintenance for both the Common Property and the Areas of Common Responsibility;

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- (c) to fix assessments to be levied against the Lots in the Property;
- (d) to enforce any and all covenants and agreements contained in the Declaration; and
- (e) to pay taxes and insurance, if any, on the Common Property or Areas of Common Responsibility.

Section 2. Records of the Association. The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Property or Areas of Common Responsibility;
- (b) A copy of these By-Laws and of each amendment thereto;
- (c) A copy of the Articles of Incorporation of the Association and of each amendment thereto;
- (d) A copy of the Declaration and each amendment thereto;
- (e) A copy of the current rules of the Association;
- (f) The minutes of all meetings of the Board of Directors;
- (g) All of the Association's insurance policies or copies thereof;
- (h) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility; and
- (i) The financial and accounting records of the Association, kept according to good accounting practices, which financial and accounting records shall be maintained for a period of at least seven (7) years. The financial and accounting records shall include: (1) accurate, itemized, and detailed records of all receipts and expenditures, (2) a current account and a periodic statement of Assessments or other charges, the due date and amount of each Assessment or other charge, the date and amount of each payment on the account, and the balance due, (3) all tax returns, financial statements, and financial reports of the Association, and (4) any other records that identify, measure, record, or communicate financial information.

Section 3. Inspection of Records. The official records of the Association shall be maintained within the State of Florida and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of written request for access. This Section may be complied with by having a copy of the records available for inspection or copying in the Development.

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Section 1. Annual Meetings. The first annual meeting of the Association shall be held within ninety (90) days after all Dwellings and other improvements to be constructed by the Declarant, or builders and developers within the Development, on the Property and any additions thereto have been completed and conveyed to Members other than the Declarant, builders or developers, or other third parties, as applicable, or at such earlier date as Declarant may establish in a written notice to the membership. Each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Business transacted at the Annual Meeting shall include the election of directors of the Association.

Section 2. Special Meeting. Special meetings of the Members may be called at any time by the president or by the Board of Directors, and shall be called upon written request of Members entitled to vote one-half (1/2) of all votes in the Association.

Section 3. Notice of Meeting. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. An assessment may not be levied at a board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature thereof.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If such quorum is not present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of title to that Member's Lot.

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ARTICLE V BOARD OF DIRECTORS

Section 1. Board of Directors; Selection; Terms of Office. The affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors shall consist of at least three (3) Directors who shall be selected by the Declarant. Initially, the Board shall consist of three (3) members, with the number in subsequent years to be determined by the members of the Board or by amendment to these Bylaws of the Association; provided that there shall always be an odd number of directorships created. Each director must be either (1) a Member of the Association, or (2) an officer, director or agent either of Declarant or of a member of Declarant. The Declarant shall have the sole right to appoint and remove any member or members of the Board of Directors of the Association pursuant to Article VII of the Articles of Incorporation until the earliest of the events specified in Article III, Section 3(c) of the Declaration. At such time, the members of the Board shall be determined as set forth in Article VI herein. Declarant shall be entitled to elect at least one member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Development.

Section 2. Vacancies in the Board of Directors. Vacancies in the Board of Directors shall be filled by Declarant until Declarant has no authority to appoint Directors and thereafter by the majority of the remaining Directors, or by a sole remaining Director, and any such appointed Director shall serve for the remaining term of his predecessor.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. At such time as the Declarant is no longer entitled to elect all of the Directors pursuant to Article V above (and with the exception of the one (1) Director Declarant is entitled to elect as set forth in Article V, Section 1 above), nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members, subject to Article VII of the Articles of Incorporation.

Section 2. Election. When the Board of Directors is chosen by the Nominating Committee, said election to the Board of Directors shall be by secret written ballot. At such election the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

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Cumulative voting is not permitted and votes must be made in person at a Members' meeting or by ballots the Members personally cast.

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ARTICLE VII

**POWERS AND DUTIES OF THE
BOARD OF DIRECTORS**

Section 1. Board of Directors' Powers. The Board of Directors shall have power:

- (a) to call special meetings of the Board;
- (b) subject to Article IX herein, to appoint and remove at its pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Officer or Director of the Association in any capacity whatsoever;
- (c) to establish, levy and assess, and collect assessments or charges in accordance with the Declaration;
- (d) to adopt and publish rules and regulations governing the use of the Common Property and Areas of Common Responsibility;
- (e) to exercise for the Association all powers, duties and authority vested in or delegated to the Association;
- (f) to fill vacancies on the Board of Directors pursuant to Article V, Section 2 above;
- (g) to appoint an Executive Committee of three (3) Directors and delegate all or any portion of the powers of the Board of Directors to this Executive Committee, subject to the limitations on the authority of the Executive Committee imposed by law;
- (h) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and
- (i) to take such other action as provided in the Declaration.

Section 2. Board of Directors' Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in

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writing by at least one-fourth (1/4) of the Class "A" Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed as more fully provided in the Declaration, to:

- (1) Fix the amount of the annual assessment against each Lot;
 - (2) Send written notice of each assessment to every Owner subject thereto in advance of each annual assessment period; and
 - (3) foreclose the lien against any Lot for which assessments are not paid or to bring an action at law against the Owner personally obligated to pay same.
- (c) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment as against third parties relying thereon;
- (d) procure and maintain adequate liability, hazard and other insurance on any Common Property or Areas of Common Responsibility;
- (e) cause all officers or employees having fiscal responsibilities to be bonded, if the Board deems appropriate;
- (f) cause the Common Property, Areas of Common Responsibility, and the Master Surface Water Management System for the Property to be maintained.
- (g) prepare the annual budget in accordance with the Declaration; and
- (h) prepare a roster of the Owners and Lots and the assessments applicable thereto, which roster shall be kept in the office of the Association.

Section 3. Resignation. A Director of the Association may resign at any time by giving a written notice to the Board of Directors of the Association. The resignation of any Director shall take effect upon delivery of the notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Removal. For the period set forth in Article V, Section 1 above, any Director may only be removed, with or without cause, by the Declarant. Thereafter, except as otherwise provided

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in the Declaration, any Director may be removed, with or without cause, by a two-thirds (2/3) vote of the members of the Board.

~~Section 5. Directors' Fees.~~ There shall be no Directors fees paid to members of the Board of Directors, except that Directors shall be entitled to reimbursement of out-of-pocket costs authorized by the Board of Directors.

ARTICLE VIII

DIRECTORS' MEETINGS

Section 1. Directors' Annual Meeting. The annual meeting of the Board of Directors shall be held at the discretion of the Board of Directors with ample notice given to each member.

Section 2. Notice. Not less than ten (10) days written notice of such annual meeting shall be given to each Director.

Section 3. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and at such place and hour as may be fixed from time to time by a majority of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 4. Special Meetings. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any two (2) Directors after not less than three (3) days notice to each Director.

Section 5. Waiver of Notice. A Director may waive notice of a meeting of the Directors before or after the date and time stated in the notice. Except as otherwise provided in this Section 5, the waiver must be in writing, signed by the Director entitled to the notice and filed with the minutes or corporate records. Attendance of a Director at any meeting shall constitute waiver of notice of such meeting, except where the Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and does not thereafter vote for or assent to action taken at the meeting. If a meeting otherwise valid of the Board of Directors is held without notice where such is required, any action taken at such meeting shall be deemed ratified by a Director who did not attend, unless after learning of the action taken and of the impropriety of the meeting, he makes prompt objection thereto. Objection by a Director shall be effective only if written objection to the holding of the meeting or to any specific action so taken is filed with the Secretary of the Association.

Section 6. Action Upon Written Consent Without a Meeting. Action of the Board of Directors may be taken without a meeting upon the written consent signed by all members of the Board. Any such action without a meeting shall be effective on the date the last Board member signs the consent or on such date as is specified in the consent. Any such action by written consent shall have the same effect as a vote taken at a meeting of the Board of Directors.

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Section 7. Board Quorum and Voting. The majority of the Board of Directors shall constitute a quorum thereof. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. Directors may not vote by proxy or by secret ballot at board meetings, except that secret ballots may be used in the election of officers.

ARTICLE IX

OFFICERS

Section 1. Association Officers. The officers shall be a President, a Secretary and a Treasurer. The Corporation may, but shall not be required to, have one or more vice presidents, assistant secretaries and/or assistant treasurers. The officers may be, but shall not be required to be, members of the Board of Directors.

Section 2. Election of Officers. The Declarant shall have the sole right to appoint and remove any officer of the Association for the period of time during which the Declarant may appoint and remove Directors as set forth in Article V, Section 1 above. Thereafter, all officers shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officer. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine. When a final decision regarding an expenditure of Association funds is to be made by such special appointment, no vote may be made by proxy or secret ballot.

Section 5. Multiple Offices. The holding of multiple offices shall be permitted.

Section 6. Duties. The duties of the officers are as follows:

- (a) President. The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Members and of the Board of Directors. Except where otherwise provided by law or these Bylaws, the president shall have the general powers and duties of supervision and management of the Association, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments, shall co-sign all promissory notes, and shall perform all such other duties as are incidental to his or her office or as are required by the Board.

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- (b) Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board or the president.
- (c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.
- (d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE X

LIABILITY AND INDEMNIFICATION

Section 1. Liability of Board Members. No Board member or officer of the Association shall be liable to any Owner for any decision, action or omission made or performed by such Board member or officer in the course of his duties unless such Board member or officer acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Declaration or these By-Laws.

Section 2. Indemnification. To the fullest extent allowed by Section 617.0831, Florida Statutes, as same may be amended, and subject to any limitations set forth in the Declaration or Articles, the Association shall indemnify the Directors, officers, employees, agents and other persons specifically designated from time to time by the Board of Directors whom it may indemnify pursuant to law. In this connection, the Association is authorized to take out such insurance as it may deem necessary or desirable consistent with such indemnification.

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ARTICLE XI

INSURANCE

The Board of Directors or its duly authorized agent shall obtain hazard insurance for improvements to the Common Property and Areas of Common Responsibility and a broad form public liability policy covering all Common Property and Areas of Common Responsibility and all damage or injury caused by negligence of the Association or any of its agents as more fully described in the Declaration.

ARTICLE XII

AMENDMENTS

These By-Laws may be amended or repealed and new By-Laws adopted by the Directors so long as Declarant has the authority to appoint the Directors and thereafter by a majority vote of the Board of Directors present, in person or by proxy, and entitled to vote at a regular or special meeting of the Board; provided that any matter which is in fact governed by the Declaration may not be amended except as provided in the Declaration. Notwithstanding anything herein to the contrary, HUD, FHA and VA shall have the right to veto any amendments to these Bylaws as long as a Class "B" membership exists.

ARTICLE XIII

COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XIV

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual, special and individual assessments which are secured by a lien upon the property against which the assessment is made.

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ARTICLE XV
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "SOUTH FORK OF HILLSBOROUGH COUNTY III HOMEOWNERS ASSOCIATION, INC.", a Florida not for profit corporation," and the year of incorporation in the center of that circle.

ARTICLE XVI

GENERAL

Section 1. Conflicts. It is intended that the provisions of the Declaration which apply to the governance of the Association, as supplemented by the provisions in these By-Laws which are not contained in the Declaration, shall operate as the By-Laws of the Association. In the case of any conflict between such provisions set forth in the Declaration and these By-Laws, the Declaration shall control.

Section 2. Waiver. No provision of these By-Laws or any regulation promulgated by the Board of Directors pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

Section 3. Severability. The provisions of these By-Laws are severable, and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

Section 4. Captions. Captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision.

Section 5. Gender and Number. All nouns and pronouns used herein shall be deemed to include the masculine, the feminine, and the neuter, and the singular shall include the plural and the plural shall include the singular whenever the context requires or permits.

Section 6. Roberts Rules. All meetings of the membership of the Board of Directors shall be conducted in accordance with *Roberts Rules of Orders Revised*.

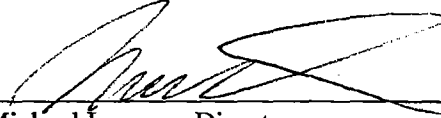
Section 7. Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

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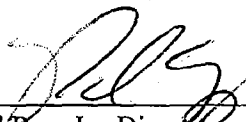
IN WITNESS WHEREOF, we, being all of the directors of SOUTH FORK OF
HILLSBOROUGH COUNTY III HOMEOWNERS ASSOCIATION, INC., have adopted these
Bylaws as the Bylaws of the Association this 6 day of FEBRUARY, 2002



John M. Ryan, Director



Michael Lawson, Director



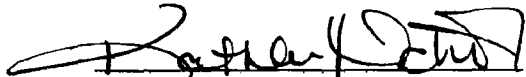
Paul Ray, Jr., Director

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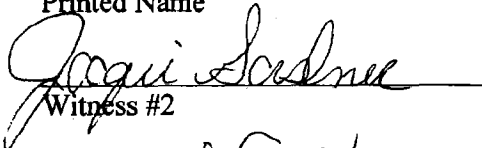
IN WITNESS WHEREOF, the Declarant has executed this First Amendment to Declaration the day and year stated above.

WITNESSES:

DECLARANT:


Witness #1

Kathleen Nicholson
Printed Name


Witness #2

JACQUI GARDNER
Printed Name

THE RYAN GROUP, LLC

By: 
John M. Ryan, Managing Member

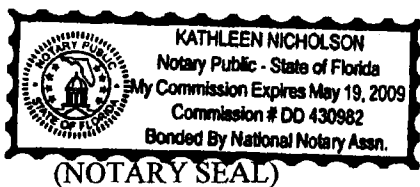
SUMMERFIELD II, LLC

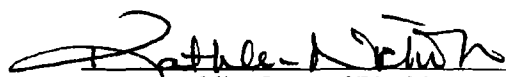
By: The Ryan Group, LLC, its
Managing Member

By: 
John M. Ryan, Managing Member

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 7th day of March, 2006, by John M. Ryan, as Managing Member of The Ryan Group, LLC, a Florida limited liability company, and as Managing Member of The Ryan Group, LLC as Managing Member of Summerfield, II, LLC, a Florida limited liability company, on behalf of the companies. He is personally known to me.




Notary Public, State of Florida

Printed Name: Kathleen Nicholson

My Commission Expires: May 19, 2009

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This Document Prepared By:
Molloy & James
325 South Boulevard
Tampa, Florida 33606-2150

**SUPPLEMENTAL DECLARATION TO THE
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR
SOUTH FORK OF HILLSBOROUGH COUNTY III**

This Supplemental Declaration is made this 25th day of MARCH,
2013 by Southfork East Properties, LLC, a Florida limited liability company, hereinafter called
"Declarant."

Whereas, Declarant is the owner of certain real property in Hillsborough County, Florida,
described as the unrecorded plats of South Fork Village III, Tract "L" Phase 1; South Fork Village
III, Tract "L" Phase 2; all more particularly described in the attached Exhibit "A," which is hereby
incorporated by reference, (the "Property"); and

Whereas, The Ryan Group, LLC, a Florida limited liability company, and Summerfield II,
LLC, a Florida limited liability company, previously recorded that certain Declaration of
Covenants, Conditions, and Restrictions for South Fork of Hillsborough County III, recorded
February 17, 2006, at O.R. 16127, Page 1568 of the public records of Hillsborough County,
Florida, (the "Declaration"); and

Whereas, The Ryan Group, LLC and Summerfield III, LLC, did assign their rights as
declarant under the Declaration to REDUS TRG, LLC, a Delaware limited liability company, by
an Assignment of Declarant's Rights dated September 30, 2010, and recorded at O.R. 20125, Page
925, of the public records of Hillsborough County, Florida; and

Whereas, REDUS TR, LLC, did assign its rights as declarant under the Declaration to
Southfork East Properties, LLC, a Florida limited liability company, hereinafter called
"Declarant," by an Assignment of Declarant's Rights dated February 6, 2012, and recorded at O.R.
20942, Page 1632, of the public records of Hillsborough County, Florida; and

Whereas, the Declaration provided in Article II, Sections 2 and 3, for the annexation of
additional lands to the Property described in the Declaration by the filing of a Supplemental
Declaration by Declarant; and

Whereas, the Declarant intends to make the Property subject to the Declaration;

WHEREAS, Declarant intends to develop the Property into a residential community to
consist of single family homes; and

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WHEREAS, Declarant desires to impose a common plan of development and enjoyment upon the Property to protect its value and desirability;

NOW, THEREFORE, the Declarant hereby declares that the Property described above and on the attached Exhibit "A," shall be held, sold and conveyed subject to the Declaration of Covenants, Conditions, and Restrictions for South Fork of Hillsborough County III, recorded February 17, 2006, at O.R. 16127, Page 1568 of the public records of Hillsborough County, Florida, which is for the purpose of protecting the value and desirability of, and which shall run with, said Property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

WITNESSES:

[Signature]
Name: Ryan Motko
[Signature]
Name: Phil DiRosa

SOUTHFORK EAST PROPERTIES, LLC,
a Florida limited liability company,

By: [Signature]
Jeffrey S. Hills
Managing Member

STATE OF FLORIDA
COUNTY OF Hillsborough

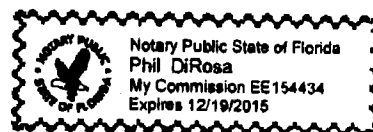
The foregoing Amendment was acknowledged before me this 25th day of March, 2013, by Jeffrey S. Hills, as managing member of SouthforkEast Properties, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

Commission Expires: 12/19/15

Commission Number: EE 154434

[Signature]
Notary Public, State of Florida

Phil DiRosa
(Printed or Stamped Name of Notary).



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Exhibit "A"

SOUTH FORK TRACT "L"

A PARCEL OF LAND LYING AND BEING IN SECTION 16, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 16; THENCE NORTH 89°57'01" EAST, ALONG THE SOUTH BOUNDARY OF SOUTHEAST 1/4 OF SAID SECTION 16, A DISTANCE OF 246.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'07" WEST, A DISTANCE OF 1,422.22 FEET TO A POINT OF CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 560.00 FEET, AN ARC LENGTH OF 327.84 FEET, A CENTRAL ANGLE OF 33°32'35" AND A CHORD BEARING AND DISTANCE OF NORTH 16°46'10" EAST, 323.18 FEET; THENCE NORTH 33°32'28" EAST, A DISTANCE OF 115.70 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,055.00 FEET, AN ARC LENGTH OF 520.74 FEET, A CENTRAL ANGLE OF 14°31'08" AND A CHORD BEARING AND DISTANCE OF NORTH 47°39'57" WEST, 519.35 FEET; THENCE NORTH 40°24'23" WEST, A DISTANCE OF 13.52 FEET; THENCE NORTH 49°05'09" EAST, A DISTANCE OF 110.00 FEET; THENCE SOUTH 40°24'23" EAST, A DISTANCE OF 14.49 FEET TO A POINT OF CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,945.00 FEET, AN ARC LENGTH OF 1,568.92 FEET, A CENTRAL ANGLE OF 46°13'02" AND A CHORD BEARING AND DISTANCE OF SOUTH 63°30'54" EAST, 1,526.73 FEET; THENCE SOUTH 00°16'00" WEST, A DISTANCE OF 1,567.25 FEET TO A POINT OF THE SOUTH BOUNDARY OF SAID SOUTHEAST 1/4 OF SECTION 16; THENCE SOUTH 89°57'01" WEST, A DISTANCE OF 1,216.17 FEET TO THE POINT OF BEGINNING.
CONTAINING 48.929 ACRES, MORE OR LESS.

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This Document Prepared By:
Molloy & James
325 South Boulevard
Tampa, Florida 33606-2150

**SUPPLEMENTAL DECLARATION TO THE
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR
SOUTH FORK OF HILLSBOROUGH COUNTY III**

This Supplemental Declaration is made this 16TH day of April, 2014 by Parcel M & N, LLC, a Florida limited liability company, whose address is 111 South Armenia Avenue, Suite 201, Tampa, Florida 33609, and HDP South Fork M LLC, a Florida limited liability company, whose address is 708 Main Street, Evanston, Illinois, 60202, hereinafter collectively called "Owner," and Southfork East Properties, LLC, a Florida limited liability company, whose address is 111 South Armenia Avenue, Suite 201, Tampa, Florida 33609, hereinafter called "Declarant."

Whereas, Owner is the owner of certain real property in Hillsborough County, Florida, more particularly described on the attached Exhibit "A," which is hereby incorporated by reference, (the "Property"); and

Whereas, The Ryan Group, LLC, a Florida limited liability company, and Summerfield II, LLC, a Florida limited liability company, previously recorded that certain Declaration of Covenants, Conditions, and Restrictions for South Fork of Hillsborough County III, recorded February 17, 2006, at O.R. Book 16127, Page 1568 of the public records of Hillsborough County, Florida, as amended, (the "Declaration"); and

Whereas, The Ryan Group, LLC and Summerfield II, LLC, did assign their rights as declarant under the Declaration to REDUS TRG, LLC, a Delaware limited liability company, by an Assignment of Declarant's Rights dated September 30, 2010, and recorded at O.R. Book 20125, Page 925, of the public records of Hillsborough County, Florida; and

Whereas, REDUS TR, LLC, did assign its rights as declarant under the Declaration to Southfork East Properties, LLC, a Florida limited liability company, hereinafter called "Declarant," by an Assignment of Declarant's Rights dated February 6, 2012, and recorded at O.R. Book 20942, Page 1632, of the public records of Hillsborough County, Florida; and

Whereas, the Declaration provides in Article II, Sections 2 and 3, for the annexation of additional lands to the Property described in the Declaration by the filing of a Supplemental Declaration by Declarant; and

Whereas, the Owner and Declarant intend to make the Property subject to the Declaration;

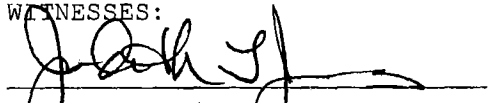
WHEREAS, Owner and Declarant intend to develop the Property into a residential community to consist of single family homes; and

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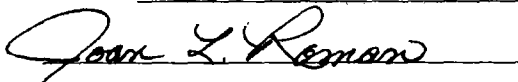
WHEREAS, Owner and Declarant desire to impose a common plan of development and enjoyment upon the Property to protect its value and desirability;

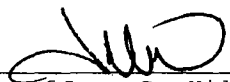
NOW, THEREFORE, the Owner and Declarant hereby declare that the Property described above and on the attached Exhibit "A," shall be held, sold and conveyed subject to the Declaration of Covenants, Conditions, and Restrictions for South Fork of Hillsborough County III, recorded February 17, 2006, at O.R. Book 16127, Page 1568 of the public records of Hillsborough County, Florida, as heretofore and hereafter amended and supplemented, which is for the purpose of protecting the value and desirability of, and which shall run with, said Property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

WITNESSES:


Name: JUDITH L. James

Southfork East Properties LLC,
a Florida limited liability
company,

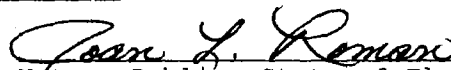

Name: JOAN L. ROMAN

By: 
Jeffrey S. Hills
Managing Member

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing Amendment was acknowledged before me this 16TH day of April, 2014, by Jeffrey S. Hills, as managing member of Southfork East Properties, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced N/A as identification.

Commission Expires:
Commission Number:


Notary Public, State of Florida

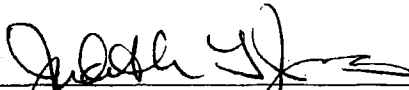
Printed/Stamped Name of Notary

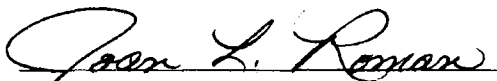



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WITNESSES:

Parcel M & N, LLC, a Florida
limited liability company,


Name: JUDITH L. JAMES

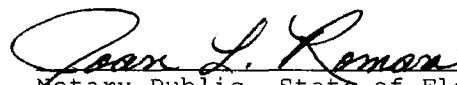

Name: JOAN L. ROMAN

By: 
Jeffrey S. Hills
Managing Member

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing Amendment was acknowledged before me this 16TH
day of APRIL, 2014, by Jeffrey S. Hills, as managing member
of Parcel M & N, LLC, a Florida limited liability company, on behalf
of the company, who is personally known to me or has produced
N/A as identification.

Commission Expires:
Commission Number:


Notary Public, State of Florida
Printed/Stamped Name of Notary



THIS IS NOT A CERTIFIED COPY

WITNESSES:

HDP South Fork M LLC, a Florida
limited liability company,

[Signature]
Name: Susan Williams

[Signature]
Name: June M. Butler

By: [Signature]
Jeffrey D. Thorson
Vice President

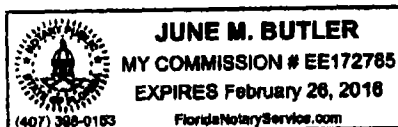
STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing Amendment was acknowledged before me this 9th
day of April, 2014, by Jeffrey D. Thorson, as Vice President
of HDP South Fork M LLC, a Florida limited liability company, on
behalf of the company, who is personally known to me or has produced
_____ as identification.

Commission Expires: 2/26/2016
Commission Number: EE172785

[Signature]
Notary Public, State of Florida
June M. Butler
Printed/Stamped Name of Notary



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Exhibit "A"

LEGAL DESCRIPTION:

ALL OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 22341, PAGE 1074 AND A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 21882, PAGE 1683, BOTH OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, BEING A TRACT OF LAND LYING AND BEING IN SECTION 16, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEASTERN MOST CORNER OF SOUTH FORK UNIT 10, AS RECORDED IN PLAT BOOK 107, PAGES 1-11, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE NORTH 00°16'00" EAST, ALONG THE EAST LINE OF SAID SOUTH FORK UNIT 10, A DISTANCE OF 25.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE NORTH 00°16'00" EAST A DISTANCE OF 783.55 FEET TO THE SOUTHWESTERN MOST CORNER OF SOUTH FORK UNIT 9, AS RECORDED IN PLAT BOOK 106, PAGES 269-287, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE NORTH 89°41'32" EAST ALONG THE SOUTH LINE OF SAID SOUTH FORK UNIT 9, A DISTANCE OF 1,202.83 FEET; THENCE SOUTH 00°16'50" WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 16, A DISTANCE OF 924.17 FEET TO THE POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE WESTERLY 136.20 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,140.00 FEET, A CENTRAL ANGLE OF 03°38'48", AND A CHORD BEARING AND DISTANCE OF SOUTH 88°10'50" WEST 136.18 FEET; THENCE NORTH 89°59'48" WEST, A DISTANCE OF 858.15 FEET; THENCE ALONG THE EASTERLY AND NORTHERLY LINES OF SOUTH FORK TRACT "L" PHASE 1, AS RECORDED IN PLAT BOOK 122, PAGES 31 THROUGH 40, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA THE FOLLOWING FIVE (5) COURSES: (1) NORTH 00°00'14" WEST, A DISTANCE OF 110.00 FEET; (2) NORTH 89°59'46" WEST, A DISTANCE OF 92.57 FEET TO THE POINT ON A NON-TANGENT CURVE TO THE RIGHT; (3) WESTERLY 72.57 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,945.00 FEET, A CENTRAL ANGLE OF 02°08'16", AND A CHORD BEARING AND DISTANCE OF NORTH 88°55'39" WEST 72.57 FEET; (4) NORTH 02°08'30" EAST, A DISTANCE OF 24.98 FEET; (5) NORTH 87°11'27" WEST, A DISTANCE OF 42.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.980 ACRES