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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

WEST HAMPTON

THIS DECLARATION is made this 10th day of December, 2001, by West Hampton, L.L.C., a Florida limited liability company, which declares that the real property described in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") set forth below.

The Association, as hereinafter defined, is not a condominium association and therefore shall not be affected by the provisions of Chapter 718, Florida Statutes. Further, the expressed intent of this Declaration is that the substantive rights hereunder shall not be retroactively affected by legislation subsequent to the date of execution.

ARTICLE I.

DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Assessments" - those payments due pursuant to Article V, whether General or Special (as hereinafter defined), or a combination thereof.
- (b) "Association" - WEST HAMPTON HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit.
- (c) "Board of Directors" - the Board of Directors of the Association.
- (d) "Common Areas" - the real property described on Exhibit "B" attached hereto, and any other interest in real property acquired by the Association and deemed Common Area either in this Declaration or in the instrument of conveyance, together with any improvements on such property including without limitation any structures, off-street parking areas, street lights, and entrance features, but excluding any public utility installations thereon.
- (e) "Developer" - West Hampton, L.L.C., a Florida limited liability company, its successors and assigns, if such successor or assignee acquires the undeveloped portion of the Property and is designated as such by Developer. The Developer may make partial or multiple assignments of its rights under this Declaration. All such assignees shall be deemed to be the Developer as to those rights which may

have been assigned to them.

- (f) "District" - the Southwest Florida Water Management District, an agency created pursuant to Chapter 373, Florida Statutes.
- (g) "General Assessments" - Assessments levied to fund expenses applicable to all Members of the Association and set forth in Article V, Section 2 of this Declaration.
- (h) "Institutional Lender" - any person or entity (i) holding a mortgage encumbering a Lot, (ii) which in the ordinary course of business makes, purchases, guarantees or insures mortgage loans, and (iii) which is not owned or controlled by the Owner of the Lot encumbered. An Institutional Lender may include, but is not limited to, a federal or state chartered bank or savings and loan association, an insurance company, a real estate or mortgage investment trust, a pension or profit sharing plan, a mortgage company; the Government National Mortgage Association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, including the Veterans Administration and the Federal Housing Administration of the U.S. Department of Housing and Urban Development, or any other similar type of lender generally recognized as an institutional type lender. For definitional purposes only, an Institutional Lender shall also mean the holder of any mortgage executed by or in favor of Developer, whether or not such holder would otherwise be considered an Institutional Lender.
- (i) "Lot" - any lot as shown on the plat of West Hampton, recorded or to be recorded in the Public Records of Hillsborough County, Florida, and any lot shown on any re-subdivision of said plat or any portion thereof.
- (j) "Master Surface Water Management System" - 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 40C-4, 40C-40, 40C-42, Florida Administrative Code.
- (k) "Owner" or "Member" - the record owner, whether one or more persons or entities, of the fee simple title to any Lot
- (l) "Property" all property and additions thereto (which additional property may or may not be contiguous to the real property described in Article II herein), as is subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
- (m) "Special Assessment" - Assessments levied in accordance with Article V, Section

5 of this Declaration.

ARTICLE II.

PROPERTY SUBJECT TO THIS DECLARATION, ADDITIONS THERETO

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Hillsborough County, Florida and is more particularly described as:

See Exhibit "A" attached hereto.

Section 2. Developer's Right to Add Additional Property or to Withdraw Property. Developer shall have the right, in its sole discretion, to add additional property (which may or may not be contiguous to the real property described in Section 1) to the scheme of this Declaration. Developer shall also have the right to withdraw property not previously conveyed to an Owner from the scheme of this Declaration subject to the approval of Hillsborough County. The addition or withdrawal by Developer shall not require the consent or joinder of the Association, or any Owner or mortgagee of any of the Property, but shall be at the sole option of the Developer. Upon addition of any property to the scheme of this Declaration, the owners of such additional property shall be and become subject to this Declaration, including assessment by the Association for their prorata share of the Association expenses. The addition of lands as aforesaid shall be made and evidenced by filing in the Public Records of Hillsborough County, Florida, a supplemental declaration with respect to the lands to be added.

ARTICLE III.

WEST HAMPTON HOMEOWNERS' ASSOCIATION

Section 1. Membership. Every Owner of a Lot which is subject to Assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to the same number of votes held by all other Members of the Association plus one:

provided however that, notwithstanding any provision to the contrary, the Developer shall have the right to appoint the entire Board of Directors of the Association until 90 days after 100% of the Lots have been conveyed to Owners other than the Developer, or at an earlier date at the sole discretion of the Developer. At such time, the Developer shall call a meeting, as provided in the Bylaws for Special Meetings, to provide for the turnover of control of the Board of Directors to the Owners. The Developer shall have the right, in its sole discretion, to appoint one member to the Board of Directors for so long as the Developer owns any portion of the Property.

Section 3. Common Area Ownership. Developer may retain legal title to the Common Areas so long as it has not turned over control of the Board of Directors to the Owners as specified in Section 2. Within thirty days after such turnover of control, the Developer shall convey and transfer by quit claim deed the record fee simple title to the Common Areas to the Association and the Association shall accept such conveyance, subject to taxes for the year of conveyance and to restrictions, limitations, conditions, reservations and easements of record.

Section 4. Powers. In addition to the powers provided in its Articles of Incorporation, the Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more person, firms or corporations for management services.

Section 5. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Property, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines, which shall be levied as Special Assessments as provided in this Declaration, and suspension of the right to vote and the right to use the recreation facilities. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Bylaws of the Association. In addition, the Association, through the Board, may, by contract or other agreement, enforce court ordinances or permit Hillsborough County to enforce ordinances on the Property for the benefit of the Association and its Members.

Section 6. Merger or Consolidation. Upon a merger or consolidation of any association referred to herein with any other association, the Property, rights and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the Property rights and obligations of another association may, by operation of law, be added to the Property, rights and obligations of any association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration.

Section 7. Termination of the Association. In the event of dissolution of the Association, for whatever reason other than merger or consolidation as provided for herein, any Owner may petition the Circuit Court of the Thirteenth Judicial Circuit of the State of Florida for the appointment of a Receiver to manage the affairs of the association and to make such

provisions as may be necessary for the continued management of the affairs of the dissolved Association, the Property and Common Areas.

ARTICLE IV

MAINTENANCE OBLIGATIONS

Section 1. Common Area Maintenance. Commencing with the date this Declaration is recorded, except as stated hereinafter, the Association shall be responsible for the maintenance of the Common Areas and any improvements or personal property in a continuous and satisfactory manner and for the payment of taxes assessed against the Common Areas, if any, and any improvements and any personal property thereon accruing from and after the date these covenants are recorded. For purposes of illustration, Common Areas include but are not limited to entrance features and guard gates, any wall and buffer area around the perimeter of the Property, as well as lake tracts, roads and recreation areas within the Property. The Association shall at all times maintain in good repair, and shall replace as scheduled any and all improvements belonging to the Association, including the guard gate. The guard gate will initially be unmanned, but may be manned at such time as the Developer determines in its sole and absolute discretion. All such work shall be completed in a manner which, in the sole and exclusive judgment of the Board of Directors of the Association, is deemed satisfactory.

Section 2. Street Lighting. The Association shall have the obligation for maintenance of any street lighting facilities owned by the Association, if any, from the date of recording this Declaration or from the date of installation of the street lighting, whichever occurs first. Maintenance of the street lighting fixtures shall include the fixtures within the Common Areas and shall further extend to payment for electricity consumed in the illumination of such lights. In the event the Developer, in its sole discretion, elects to install such street lighting, Developer shall be entitled to all rebates or refunds of the installation charges and the Association hereby assigns such rebates or refunds to Developer and the Association shall forthwith pay same to the Developer.

Section 3. Lot Maintenance. The maintenance of Lots shall be the complete responsibility of the Owner. If a mailbox is installed by the Developer, in its sole discretion, the Owner shall be responsible for the maintenance, repair and replacement of the mail box installed by the Developer.

Section 4. Irrigation System. Developer may install a common irrigation system throughout the Common Areas of the Property. If so installed, the irrigation pump(s) and any main irrigation lines shall be the maintenance obligation of the Association. In addition, all irrigation lines and all sprinkler heads located on the Lots shall be the maintenance responsibility of the Association. The Association shall have an easement over the Property, including any Lot, to provide maintenance of such system.

Section 5. Offsite Signage & Landscaping. The Association shall have the obligation to maintain any offsite signs which advertise and promote the name of the Property and to

maintain the landscaping surrounding said signs.

Section 6. Stormwater Drainage Facility. The maintenance, repair, or replacement of any stormwater drainage facility located on the Property shall be the complete responsibility of the Association.

Section 7. Lift Station and Master Surface Water Management System. Unless and until dedicated or conveyed to a governmental unit or utility company, the Association shall maintain, repair and replace as needed, and pay the electrical usage charges for, the lift station and related lines and equipment located as shown on the plats of the Property. The "lakes" as shown on the plats of the Property constitute portions of the Master Surface Water Management System for the Property as approved and permitted by the District, and they shall be maintained by the Association. It is the responsibility of the Association to 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 special assessments or individual assessments therefore. 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 the District.

Section 8. Drainage Improvements within Easements. The Association shall maintain, repair and replace all drainage improvements within the Property, including without limitation within all platted drainage easements, all in accordance with the Master Surface Water Management System permit issued by the District

ARTICLE V.

ASSOCIATION ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for the Assessments. The Developer, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association general assessments for expenses outlined in Section 2 hereof; and special assessments as provided in Section 5 hereof. Such assessments are to be fixed, established and collected from time to time as hereinafter provided. Assessments shall be against all Lots equally; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of a Member or by the failure of a Member to comply with the lawfully adopted rules and regulations of the Association shall be levied as a special assessment against such Member. The full assessment as to each Lot upon which an improvement is constructed shall commence on the first day of the full calendar month after a certificate of occupancy for the improvement is issued, or upon the conveyance of the Lot by the Developer or upon the first occupancy of the Improvement, whichever occurs first. No Owner may waive or otherwise escape liability for the

assessments for maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas. The general and special assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which the assessment is made, and shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The lien rights provided herein shall not apply to any portion of the Property owned by the Developer.

Section 2. General Assessments. The general assessments levied by the Association shall be used exclusively for the expenses of the Association. General expenses are any and all charges for the administration of the Association, cable television expenses, if any, maintenance, repair, replacement and operation of the Common Areas and the operation, maintenance and repair of the lift station and the Master Surface Water Management System as described in Article IV, Section 6 and 7 hereof; including, but not limited to: management, accounting and legal fees, postage, utility service to Common Areas, Association Insurance, reserves deemed necessary by the Board of Directors for repair, replacement or addition to the Common Area, and payment of all debts and obligations of the Association which are properly incurred for the purposes stated in this Declaration.

Section 3. Date of Commencement of General Assessments: Due Dates. The general assessments shall commence on the first day of the month next following the recordation of this Declaration. Thereafter, the Board of Directors shall fix the date of commencement and amount of the assessment against each Lot at least thirty (30) days in advance of the commencement period. The general assessments shall be payable in advance in quarterly installments, or as otherwise determined by the Board of Directors of the Association.

Section 4. Initial Budget The Developer shall establish the initial budget, which shall be based on a fully developed community. By a majority vote of the Board of Directors, the Board shall adopt an annual budget for the subsequent fiscal year which shall provide for allocation of expenses in such a manner that the obligations imposed by this Declaration will be met. In the event the community is not fully developed at the time the budget is adopted by the Board, the Board may nevertheless base the budget on a fully developed community. In instances where the Developer or the Board bases the budget on a fully developed community when in fact the community is not so developed, then the budget (and therefore the assessments) shall be reduced by the amount allocated for incomplete amenities or facilities. The assessment shall be for the calendar year, but the amount of the general assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year. The amount of the general assessment may be changed at any time by the Board from that originally adopted or that which is adopted in the future.

Section 5. Special Assessments. A special assessment may be levied against one or more Lots for the following purposes:

A. charges for expenses of the Association which are not general expenses but which are attributable to a specific Lot or Lots and which are designated as a special charge;

- B. reimbursement for damages caused by an Owner, Owners, their family members, guests, invitees or tenants;
- C. capital improvements relating to the Common Area;
- D. late charges, user fees, fines and penalties;
- E. any other charge which is not a general expense; and
- F. any general expense, which exceeds the amount budgeted, or any emergency expense which exceeds the amount of any reserves or other Association funds.

A special assessment required to maintain the Association Property in good condition or to protect the liability of the Association Members may be levied against all Lots by a majority vote of the Board of Directors. Additionally, special assessments against individual Lot Owners for expenses incurred in direct relation to the maintenance or liability associated with that Lot may be levied by a majority vote of the Board of Directors. Other special assessments shall require approval by a majority vote of those members present and voting at a meeting of the membership called in accordance with the Bylaws of the Association. The Board of Directors shall fix the amount and due date of any special assessment by resolution, which resolution shall also set forth the Lot or Lots subject to such assessment.

Section 6. Trust Funds. The portion of all general assessments collected by the Association as reserves for future expenses, and the entire amount of all special assessments collected for capital improvements shall be the property of the Association as a whole and shall be used exclusively for the purposes designated at the time of Assessments. Each owner acknowledges and consents that such funds are the exclusive property of the Association as a whole and no Owner shall have any interest, claim or right to any such funds.

Section 7. Developer Payment of Assessments. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Developer is the owner of any Lot, the Developer shall not be liable for assessments against such Lot, provided that Developer shall be responsible for all Association expenses in excess of the assessments received from other Owners (such amounts received from other Owners shall include, but shall not be limited to, working capital contributions paid by such other Owners), and other income received by the Association. In no event shall Developer be required to fund reserves allocated to any Lot owned by the Developer. Developer may, at any time, commence paying such assessments as to all Lots that it owns and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Association. In addition, the Developer's obligation to fund deficits in the operating expenses of the Association shall terminate at such times as the Developer no longer owns any portion of the Property. Developer's payment of assessments may be by payment of funds, delivery of goods or provision of services to the Association, or any combination thereto

Section 8. Assessment Roster and Certificate. A roster of the Owners, Lot numbers and assessments applicable thereto shall be kept in the office of the Association and shall be

open to inspection by any Owner. If the Owner does not reside on the Lot, Owner is required to provide their current mailing address to the Association, together with the names of those residing on the Lot.

The Association shall, within five (5) days of receipt of a written request, furnish to any Owner liable for an assessment a certificate in writing, signed by an officer or agent of the Association, setting forth whether such assessment has been paid as to the Lot owned by the Owner making request therefore. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

Section 9. Collection of Assessment; Effect of Non-Payment of Assessments; The Personal Obligation of the Owner; The Lien; Remedies of the Association. If any assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Owner a late fee of ten percent (10%) of the amount of the assessment, or Ten and no/100 Dollars (\$10.00), whichever is greater or as otherwise adopted by the Board of Directors from time to time, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular assessment, then the assessment shall be due ten (10) days after written demand by the Association. If any Owner is in default in the payment of any assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association upon written notice to the defaulting Owner shall have the right to accelerate and require such defaulting Owner to pay assessments to the Association for the next twelve (12) month period, based upon the then existing amount and frequency of assessments. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the general assessments, for all special assessments, and/or for all other assessments payable to the Association. If the assessments and any late fees and interest are not paid on the date when due, then such Assessments and any late fees and interest shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid Assessments and late fees with respect to such Lot. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefore.

The Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the property on which the Assessment and late fees are unpaid, or may foreclose the lien against the property on which the assessment and late fees are unpaid, in like manner as a foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment and late fee, attorney's fees and costs of preparing and filing the claim of lien and all attorneys' fees and costs incurred in any non-judicial or judicial action to enforce the lien, and in the event a judgment is obtained, such judgment shall include interest on the assessment and late fee as above provided, and the Association shall be entitled to attorney's fees in connection with any appeal of any action.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments and late fees hereunder.

The provisions set forth in this section shall not apply to the Developer for so long as the Developer owns any portion of the Property.

Section 10. Subordination of the Lien to First Mortgages. The lien of assessments, including interest, late charges (subject to the limitations of Florida laws), and costs and attorney's fees provided for herein, shall be subordinate to the lien of any first mortgage of an Institutional Lender upon any Lot. In addition, the lien of assessments, including interest, late charges (subject to the limitation of Florida laws), and costs and attorneys' fees provided for herein, shall be subordinate to a mortgage held by Developer upon the Property, or any portion thereof, or any interest therein. The sale or transfer of any Lot or parcel of land shall not affect the assessment lien. However, the sale or transfer of any Lot or parcel pursuant to judicial or non-judicial foreclosure of a first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or parcel from lien rights for any assessments thereafter becoming due. Where the Institutional Lender of a first mortgage of record or other purchaser of such a Lot obtains title, its successors and assigns shall not be liable for the assessments chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid assessments shall be deemed to be an assessment divided equally among, payable by and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Likewise, where a mortgage is held by the Developer upon the Property, or a portion thereof; and the Developer or other purchaser obtains title, its successors and assigns shall not be liable for the assessments by the Association chargeable to the Property, or a portion thereof; which become due prior to the acquisition of title to the Property, or portion thereof; by such acquirer. Such unpaid assessments shall be deemed to be an assessment divided equally among, payable by and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

ARTICLE VI.

ARCHITECTURAL CONTROL

Section 1. Developer Architectural Control. For so long as the Developer owns any portion of the Property, the Developer shall have all powers of the Architectural Control Board as hereinafter set forth.

Section 2. Architectural Control Board. At such time as the Developer no longer owns any portion of the Property, the Architectural Control Board ("ACB") shall become a standing committee of the Association. The ACB shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this Section and other provisions of this Declaration. The ACB shall consist of three members and such members shall be designated by the Directors of the Association. In the event of death, disability or resignation of any member of the ACB the remaining members shall have full authority to

designate a successor. The members of the ACB need not be members of the Association and shall not be entitled to any compensation for services performed pursuant to this Section. A majority of the ACB may take any action the ACB is empowered to take, may designate a representative to act for the ACB and may employ personnel and consultants to act for it.

Section 3. ACB's Consent. Any request by an Owner for approval by the ACB to any addition, alteration, improvement, or change shall be in writing and shall be accompanied by plans and specifications or other details as the ACB may deem reasonably necessary in connection with its determination as to whether or not it will approve same. Approval of any request shall not be unreasonably withheld, and shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable development of any Lot but may be withheld due to aesthetic considerations. The ACB shall notify the Owner of its approval or disapproval by written notice within thirty (30) days after request for such consent is made in writing to the ACB, and in the event the ACB fails to disapprove any request within such thirty (30) day period, the consent shall be deemed approved and upon request the ACB shall give written notice of such approval. In consenting to any plans or specifications, the ACB may condition such consent upon changes being made. If the ACB consents to any plan and specifications, the Owner may proceed to make the alteration, addition, improvement, or change in strict conformance with the plans and specifications approved by the ACB, and subject to any conditions of the ACB's approval.

Section 4. No Liability. The ACB or the Developer shall not be liable to any Owner in connection with the approval or disapproval of any alteration, addition, improvement, or change. Furthermore, any approval of any plans or specifications by the ACB or the Developer shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the ACB or the Developer, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the ACB or the Developer shall not be liable for any deficiency, or any injury resulting from any deficiency, in such plans and specifications.

Section 5. Remedy for Violations. In the event this Section is violated in that any alteration, addition, improvement, or change is made without first obtaining the approval of the ACB or the Developer, as the case may be, or is not made in strict conformance with any approval granted by the ACB or the Developer, the ACB or the Developer shall specifically have the right to demand that an Owner stop, remove and/or alter any alteration, addition, improvement or change in a manner which complies with the requirements of the ACB or the Developer, and the ACB, Association, or the Developer may pursue injunctive relief or any other legal or equitable remedy available to the ACB or the Developer in order to accomplish such purposes. If the ACB, Association, or the Developer must bring a legal or equitable action to enforce the provisions of the Article or for injunctive relief or other equitable or legal relief the Owner shall pay the ACB's or Developer's attorney's fees and costs.

ARTICLE VII.

EASEMENTS

Section 1. Members' Easements. Each Member of the Association and each tenant, agent and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways, driveways and roads from time to time laid out on the Common Areas, for use in common with all such Members, their tenants, agents and invitees. The portion of the Common Areas not used, from time to time, for walkways and/or driveways or lakes shall be for the common use and enjoyment of the Members of the Association and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts and for the use of same in such manner as may be regulated by the Association. The foregoing easements are subject to the following:

A. The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas in compliance with the provisions of this Declaration and with any restrictions on the plat of the Property.

B. The right of the Association to suspend the voting rights for any period during which any assessment against Owner's Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its lawfully adopted and published rules and regulations.

C. The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas.

The right of an Owner to the use and enjoyment of the Common Areas shall extend to the residents and their guests, subject to regulations from time to time adopted by the Association in its lawfully adopted and published rules and regulations.

Section 2. Easements Appurtenant. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot

Section 3. Utility Easements. Public utilities may be installed underground in the Common Areas when necessary for the service of the Property or additional lands for which Developer holds an option to purchase, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 4. Public Easements. Firefighters, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

Section 5. Easements for Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each residence and such portion of the Common Area adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or

shifting of the improvements constructed by the Developer (in accordance with the terms of these restrictions) to a distance of not more than one (1) foot, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point

Section 6. Right to Grant or Relocate Easement. The Developer (during any period in which the Developer has any ownership interest in the Property) and the Association shall each have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television or other easements, and to relocate any existing easement in any portion of the Property and to grant access easements and to relocate any existing access easements in any portion of the Property as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, or for the general health or welfare of the Owners, or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Lots for dwelling purposes.

Section 7. Association Easement. For the purpose solely of performing its obligations under the provisions of this Declaration, the Association, through its duly authorized agents, employees or independent contractors, shall have the rights, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours of any day. In the event of an emergency, such right of entry shall exist without notice on any day. Each Owner hereby grants to the Association, its duly authorized agents, employees or independent contractors such easements for ingress and egress, across the Lots as may be reasonably necessary to effect and perform the exterior maintenance aforementioned.

Section 8. Easement for Access and Drainage. The Association shall have a perpetual easement for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or Master Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or Stormwater Management System as required by the District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or Master Stormwater Management System. No person shall alter the drainage flow of the surface water or Master Stormwater Management System, including buffer areas or swales, without the prior written approval of the District.

ARTICLE VIII

GENERAL RESTRICTIVE COVENANTS

Section 1. Applicability. The provisions of this Article shall be applicable to all Lots situated within the Property.

Section 2. Land Use. No Lot shall be used except for residential purposes. Only one private residential dwelling shall be erected, constructed, placed, or maintained on any one Lot

With the written consent of the ACB one or more Lots or parts thereof may be subdivided or combined to form one single building lot, provided however in such event the resulting lots shall not be smaller in total area than either of the original Lots prior to such subdivision. Temporary uses for model homes, parking lots, construction trailer, construction storage areas and/or sales offices shall be permitted for the Developer.

Section 3. Building Location. Buildings shall be located in conformance with the requirements of Hillsborough County, Florida and any specific zoning approvals thereunder, or as originally constructed on a Lot by Developer or its successor or as assignee. Whenever a variance or special exception as to building location or other item has been granted by the authority designated to do so by the municipality, said variance or special exception is hereby adopted as an amendment to this Section and any future variance or special exception as to building location or other item shall constitute an amendment of this Section.

Section 4. Living Area. No residences shall be erected or allowed to remain on any Lot unless the square foot area of the main residence, exclusive of screened porches, garages, storage rooms and carports, shall be equal or exceed 1,600 square feet. The Developer reserves the sole and exclusive right to determine the minimum square footage requirements of any and all additions to existing property which may be added pursuant to Article II, Section 2 hereof:

The Developer shall have the right to reduce the square footage standard when, in its sole discretion, it determines there are special site and architectural considerations involved or other considerations that warrant such reduction.

Section 5. Garage. All single family residences shall have at least a two-car enclosed garage (equipped with garage doors that shall be maintained in usable condition) and concrete drive that will provide off-street parking for at least a total of two (2) motor vehicles.

No building erected for use as a garage upon the land hereby conveyed or upon any parcel thereof or any lot therein shall ever be used as a residence, nor shall any trailer or vehicle that could be used for housing of any kind be allowed to park or remain within the boundaries of any of the lots or Common Area, whether for dwelling purposes or not, except for loading and unloading purposes.

Section 6. Landscaping. All residences shall have sodded lawns and basic shrubbery planted across the front of the house.

Section 7. Sidewalks. All residences shall have constructed a sidewalk the width or length of the Lot along the edge of all road rights-of-way abutting the Lot.

Section 8. Reflective Materials. No aluminum foil shall be placed in any window or glass and no reflective substance shall be placed on any glass of a residence except as may be approved for energy conservation purposes and approved by the ACB.

Section 9. Antenna Dish. No Lot Owner shall install or permit any antenna or satellite or communications dish or receiver larger than 36 inches in diameter upon any Lot or a

building on a Lot. Any satellite or communication dish or receiver that is installed shall be installed so that such dish or receiver is not visible from any street.

Section 10. Lot Area and Width. The area and width of each Lot on the Property upon which a building may be constructed shall be as shown on the approved plat for the property as the same may be amended from time to time. The area and width of each Lot on any additional property annexed in accordance with the terms of this Declaration upon which a building may be constructed shall be as shown on any subsequent plat of said additional property, as the same may be amended from time to time, which plat shall be recorded in the Public Records of Hillsborough County, Florida.

Section 11. Setbacks. Minimum setback lines shown on the final Site Plan as approved by Hillsborough County of the Property is not intended to engender uniformity of setbacks; they are meant to avoid overcrowding and monotony. The ACB reserves the right to select the precise site and location of each dwelling or other structure on each Lot, and to arrange the same in such manner and for such reasons as the ACB shall deem sufficient. No building or structure or any part thereof shall be located on any Lot nearer to the front line or nearer to a side street than the minimum setback lines shown on the final Site Plan.

Setback provisions here prescribed may be altered by the Developer whenever in its sole discretion the topography or configuration of any Lot so requires.

Section 12. Landscaping of Easements. In addition to the easements reserved herein, easements for drainage, installation and maintenance of utilities and for ingress and egress are shown on the recorded plat(s) of the Property. Within these easements no structure, planting or other material may be placed or permitted to remain that will interfere with vehicular traffic or prevent maintenance of utilities. Public utility companies servicing the Property and the Association, and their successors and assigns, shall have a perpetual easement for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, including television cables and conduits and such other installations as may be required or necessary to provide maintenance and utility services to the Lots and/or the Common Areas under and through the utility easements as shown on the plat(s). Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the subdivisions, whether in streets, rights-of-way or utility easements, shall be installed and maintained underground, provided, however, that water and sewer treatment facilities and control panels for utilities may be installed and maintained above ground.

Section 13. Nuisances. No noxious or illegal activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other Lot Owner. In the event of any question as to what may be or become a nuisance, such question shall be submitted in writing to the Board for a decision in writing, which decision shall be final. In addition, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot; no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain on any Lot; and in the event that an Owner

shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon said premises and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be placed in areas so that they shall not be visible from adjoining Lots or from the street. Provided, however, any portion of the Property not yet developed by Developer shall be maintained in a clean condition but shall not be expected to be maintained in a manicured condition. Any expenses incurred by the Association in carrying out the provisions of this Section and not immediately reimbursed to the Association by the Owner shall constitute a lien upon the Lot and a personal responsibility of the Owner in the same manner and to the same extent as liens provided in Article V, and shall be subject to enforcement as provided in Article V, Section 9, including awards to the Association for attorneys' fees and costs.

Section 14. Temporary Structures. No structure of a temporary character, or trailer, tent, mobile home or recreational vehicle shall be permitted on any Lot either temporarily or permanently, except that the Developer may park a trailer on the Property during periods of construction.

Section 15. Signs. One sign of not more than one square foot may be used to indicate the name of the resident and/or house number. No sign of any kind shall be displayed to the public view on the Property, without the prior consent of the ACB; provided that the Developer, so long as it has not sold all of its Lots in the Property, shall retain the right to disapprove any signs displayed to the public view. Notwithstanding the foregoing, this Section shall not apply to the Developer for as long as it holds title to any portion of the Property.

Section 16. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

Section 17. Animals and Pets. No reptiles, animals, livestock, or poultry of any kind may be raised, bred, kept or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets not to exceed two (2) in number. The keeping of a dog or other domestic pet is not a right of an Owner, but is a conditional license. This conditional license is subject to termination at any time by the Board of Directors upon a finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. The owner of a pet assumes liability for all damage to persons or property caused by the pet or resulting from its presence at the Property.

This license is subject to the following conditions:

A. Pets shall be kept on a leash at all times when outside a building and not enclosed within a fenced-in ar

B. Pets are permitted to have excrements upon the Common Areas provided that the Owner shall immediately remove such excrement from the Common Areas with a

“Pooper-Scooper” or other appropriate tool and deposit said waste in an approved trash receptacle.

C. The owner of a pet shall be responsible, and by virtue of ownership assumes responsibility, for any damage to persons or property caused by his pet(s).

D. Any pet whose owner violates the provisions and intent of these rules shall be deemed a nuisance and subject to removal in accordance with the provisions of this Declaration.

Section 18. Visibility at Intersections. No obstruction to visibility at street intersections shall be permitted.

Section 19. Commercial Trucks, Trailers, Campers and Boats. No commercial vehicles, campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot, except only during the periods of approved construction on said Lot, and except that they may be stored within enclosed garages. Small pick-up trucks or vans of the type commonly used as private passenger vehicles may be parked or stored in approved parking areas, so long as no commercial equipment or lettering or graphics is exposed to view. The term “commercial vehicle” shall include all automobiles, trucks and vehicular equipment, including station wagons, which bear signs or shall have printed on same some reference to any commercial undertaking or enterprise. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services.

No vehicle which is unlicensed or inoperable may be kept or stored on the Property, unless kept inside a fully enclosed garage. No repair work to any type of motor vehicle, boat or trailer shall be conducted on any Lot, other than minor repairs, cleaning or waxing which is completed in less than 24 hours.

Section 20. Fences; Fencing Specifications

A. Fences/Walls. In general, fences or walls are not encouraged within the community except where they are integrated with the design of the principle dwelling and enhance the overall character of the community. Hedges and/or clusters of trees and understory shrubs are preferred. Complete enclosure of rear yards by walls and / or fencing is also discouraged as the *feeling* of open space and the unity of the surrounding area is an important part of reinforcing the natural character of the community. Where a proposed fence or wall is deemed by the ACB to be unnecessary or unsightly and detracting from the character of the community, a landscape screen in lieu of a fence or wall may be required.

Homeowners may be permitted to add fences and/or walls to a Dwelling to privatize their Lot. In such instance, special consideration shall be given to the design, location and specifications to ensure all elements are consistent with the architectural styling of the community. The materials, height and appearance of each type of fence and wall shall be established according to its location, purpose, durability and the desired visual effect, the goal

being a consistent quality of placement, design and materials.

Except as installed by Declarant, the location, type and design of all proposed fences and/or walls shall be approved by the ACB prior to installation. Unless otherwise installed by the Declarant, no chain link fences shall be allowed. No barbed wire or electrical strands shall be used as a fence or part of a fence. All fences and/or walls, where permitted, shall be of the same or complementary material and design as the dwelling.

Fences and/or walls, where permitted, shall be high enough to provide definition and privacy yet low enough to remain unobtrusive. Heights shall range from a minimum of three (3) feet to a maximum of six (6) feet. No fence or wall over six (6) feet in height shall be permitted except as may be installed by the Declarant.

Fences and/or walls in the front yard areas shall not be permitted except where such elements are integral with the architecture of the principal dwelling and, in the opinion of the ACB, enhance the character of the community. In such instance, the maximum height of such elements shall not exceed three and one-half (3½) feet.

B. Fence and Wall Specifications. The ACB has located and pre-established a community standard for three (3) fence types and a masonry wall that are the only acceptable standards for the Community. Exhibit C, "Approved Fence and Wall Types", illustrates the fence and wall specifications and should be viewed when reading this section.

The ACB approval of any fence may be conditioned upon (without limitation) the installation and continued maintenance of hedges, and continuing maintenance provisions as to the fence and landscaping in addition to those set forth herein. The owner of the Lot on which the fence is located shall maintain all fences in good order, clean, and in first-class condition. Should fences or the associated landscaping not be maintained as stated herein, or as required by a ACB approval, the Association may require the owner of the fence to remove it upon thirty (30) days written notice to do so. Any fence shall be constructed to connect to and with any existing fences on any neighboring Lot.

Nothing stated in this section shall be interpreted to mean that the ACB is required or obligated to approve a fence for or installation on any Lot, or that because a fence has been approved on a specific Lot, that it will be approved for installation on any other Lot.

C. Privacy Fences. Privacy fences shall not exceed six (6) feet and shall be made of wood or polyvinyl chloride (PVC). Fences shall conform to all manufacturers' specifications. The approved fence styles shall be substantially similar to those illustrated in Exhibit "C". In the case of PVC fences, all fences shall be tan. Wood fences shall be of wood tone solid color stain as approved by the ACB. Gates shall be in the same style and color as the fence type.

D. Sideyard Fences. Sideyard fences shall be a minimum of three (3) feet and shall not exceed four (4) feet in height. Amenity fences may be substituted for sideyard fences. Sideyard fences shall be made of wood, PVC, or aluminum where an amenity fence is

substituted. Fences shall conform to the manufacturer's specifications. The approved fence styles shall be substantially similar to those illustrated in Exhibit "C". In the case of PVC fences, all sideyard fences shall be tan. Wood sideyard fences shall be of wood tone, solid color stain and where amenity fences are substituted, aluminum fences shall be black or dark green as approved by the ACB. Gates shall be in the same style and color as the fence type.

E. Amenity Fences. Amenity fences shall be a minimum of three (3) feet and shall not exceed four (4) feet in height and made of aluminum or polyvinyl chloride (PVC). Fences shall conform to the manufacturer's specifications. The approved fence styles shall be substantially similar to those illustrated in Exhibit "C". In the case of PVC fences, all amenity fences shall be tan. Wood amenity fences shall be wood tone, solid color stain as approved by the ACB. Aluminum amenity fences shall be black or dark green as approved by the ACB. Gates shall be in the same style and color as the fence type.

F. Masonry/Privacy Wall. Walls can be utilized as an architectural statement, serve as planters, or simply provide screening and privacy. Masonry/privacy walls may not be higher than six (6) feet and shall be constructed of eight (8) inch concrete block and stuccoed. Paint color shall match the exterior base color of the Dwelling. Painted concrete block walls are prohibited. Walls may be constructed of pit-colored brick or stone. The brick or stone shall be compatible with accents on the Dwelling. The use of decorative tile or stucco banding is encouraged to offer interest and architectural flair to walls.

G. Fence and Wall Locations. The placement of a fence or a wall on a Lot has a direct impact on adjoining Lots and on the streetscape. These section addresses both the location of the fence or wall on a Lot and, in addition, the type of fence that is mandated for certain Lots due to the impact of the fence or wall on adjacent Lots, amenities, or the streetscape. Exhibits "D" through "G", "Typical Fencing Layouts", included herein, illustrate the placement of fences on typical non-Amenity Lots and a typical Amenity Lot. An "Amenity lot" is any lot situated along a conservation area, body of water, or otherwise so designated as such by the ACB. These exhibits should be referenced while reading the text in this section.

H. Fence and Wall Locations on the Lot. On a non-Amenity interior Lot, privacy fencing is permitted. Fencing must be placed along the rear and side of the Lot lines. Side yard fencing may not extend closer than ten (10) feet from the front elevation of the Dwelling.

If a fence exists on an adjoining interior Lot, the new fence must attach to the existing fence regardless of its setback. When adjoining a fence to an existing fence on a corner Lot condition, special considerations shall apply. The ACB shall require a site plan showing the proposed fence location and the proposed attachment to the existing fence and the ACB shall make its decision on a case by case basis.

Placement of a fence on the street side of a non-amenity corner Lot shall require a fifteen (15) foot setback from the side property line, in addition to the ten (10) foot setback from the front of the Dwelling. Amenity fencing is required on the street side.

On an Amenity Lot, two (2) types of fences are permitted, Privacy and Amenity (see Fencing and Wall Specifications above). Privacy fencing must be placed along the side property line, no closer than ten (10) feet from the front of the Dwelling and must terminate on the same horizontal plane as the rear line of the Dwelling. Pool enclosures are not included in the measurement. At the point of termination of the privacy fence, a transitional section shall be placed and the remainder of the fence shall be the amenity specification, reference Exhibit "H", "Transitional Detail". Corner Lots shall be required to utilize the amenity standard on the street side of the Lot, set back fifteen (15) feet from the property line in addition to the ten (10) foot setback from the front of the Dwelling.

The location and placement of walls shall be considered on a case by case basis and shall closely align with the requirements for the placement of fences (above).

No fence, wall or other structure shall be erected in the front yard, back yard, or side yard except as approved by the ACB or as installed by the Developer. No fence or wall shall exceed six (6) feet in height, except as approved by the ACB. No chain link fence shall be permitted upon a residential Lot. Chain link fences may be allowed in Common Areas as deemed essential or appropriate by the ACB. All fences shall be constructed of wood using pressure treated wood materials and galvanized nails and all stringers and/or posts utilized in such fencing shall be visible only from the interior of the Lot upon which the same is constructed.

Section 21. Hedges. No hedge shall be erected in the front yard except as approved by the ACB or as installed by the Developer. Hedges shall be grown no higher than three (3) feet from the street right-of-way to the minimum building setback line.

Section 22. Garbage and Trash Disposal. Garbage, refuse, trash or rubbish shall be stored in a fashion to protect it from view from the street or another Lot, provided however, that the requirements from time to time of the County of Hillsborough for disposal or collection shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage placed out for collection must be in sealed garbage bags, covered plastic garbage cans, or such other containers supplied or approved by the garbage collecting authority. Trash, recyclables, and/or vegetation shall not be placed curbside earlier than 6:00 P. M. the evening before collection. Emptied receptacles or uncollected refuse shall be promptly removed from curbside by Owner,

Section 23. Drying Areas. Drying areas will be permitted when protected from view from the street or other Lots.

Section 24. Gas Containers. No gas tank, gas container, or gas cylinder (except those placed by the Developer or approved by the ACB in connection with the installation of swimming pools and/or permanent barbecues, and except those used for portable barbecues) shall be permitted to be placed on or about the outside of any house or any ancillary building, and all such items (except those placed by the Developer in connection with the installation of swimming pools and/or permanent barbecues, and except those used for portable barbecues) shall be installed underground in every instance where gas is used. In the alternative, gas

containers may be placed above ground if enclosed on all sides by a decorative safety wall approved by the ACB.

Section 25. Utilities. All residential utility services or service lines (including, without limitation, electricity, gas, telephone, all types of radio and television lines, cables, etc.) to the Lots shall be underground unless approved by the ACB. However, this restrictions shall not be construed to prohibit the installation or construction of one or more central utility service relay towers in the event such is, in the ACB's sole discretion, deemed necessary.

Section 26. Recreational Structures. No outside towers, poles, tree houses, above ground pools, and skate board ramps shall be erected on any Lot. Only portable and removable basketball backboards and goals may be utilized and such backboard or goal shall be stored out of sight while not in direct use.

Section 27. Communication Equipment Except as may be installed by the Developer or as may be permitted by the ACB, no antennas, aerials, or lines, wires or other devices for communication or transmission of current shall be placed on any portion of the Property. In no event, however, shall lines or wires for communication or the transmission of current be constructed, placed, or permitted to be placed within the Common Areas unless the same shall be installed by the Association for the common use of all Members, and shaft be protected cables, and any of said lines or wires which are not located in buildings shall be constructed or placed and maintained underground. Any line or wire installations permitted by the Architectural Control Board pursuant to this Section shall be protected cable and shall only be installed underground.

Section 28. County Requirement. Any plat or replat of the Property subject to this Declaration must conform with the master plan as approved by Hillsborough County as well as the applicable site plan as approved by any Site Plan Review Committee thereto

Section 29. Drainage. Unless first approved by the ACB 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 Area, 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 affect the drainage of or to neighboring Lots or the Common Areas.

Section 30. 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.

Section 31. Leasing. No lease on any Lot or residence may be made for less than a three (3) month period, and all leases must be in writing. No more than two (2) leases may be executed per year for the rental of a Lot. Owners are required to provide to the Association the Owner's current mailing address, together with the names of those residing on the Lot Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any

person residing on his Lot, and for all guests, and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as in the case of any other assessment, limited where applicable to the extent that the expense of liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, of the Articles, or the Bylaws, by any resident of any Lot, or any guest or invitee of an Owner or any resident of a Lot, shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

With respect to any tenant or any person present on any Lot or any portion of the Property, other than an Owner and the members of his immediate family permanently residing with him on the Lot, if such person shall materially violate any provision of this Declaration, the Articles, or be a source of annoyance to the residents of the Property, or shall willfully damage or destroy any Common Areas or personal property of the Association, then upon written notice by the Association, such person shall be required to immediately leave the Property and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave the Property and, where necessary, to enjoin such person from returning. The expense of any such action and attorneys' fees incurred by the Association, may be assessed against the applicable Owner, and the Association may collect such assessment and have a lien for same as Article V. The foregoing shall be in addition to any other remedy of the Association.

Section 32. Waterways. Motorized boat, jet ski, or other motorized vessels are not permitted in any waterway within the Property.

Section 33. Screen Enclosures. No screen enclosures may be constructed on any Lot except as approved by the ACB and after all necessary approvals and permits have been obtained from all governmental agencies. No screen enclosure may be constructed in any designated building setback area on any Lot

Section 34. Liens and Attorney's Fees and Costs. Any expenses incurred by the Association in carrying out or enforcing the provisions of the sections of this article, including attorney's fees or costs, not immediately reimbursed to the Association by the Owner shall constitute a lien upon the Lot and a personal responsibility of the Owner in the same manner and to the same extent as liens provided in Article V, and shall be subject to enforcement as provided in Article V, including Section 10 therefore and the Association shall be entitled to recover any attorney's fees and costs incurred by it.

Section 35. Agreements with Time Warner Entertainment-Advance/Newhouse Partnership. Developer has entered into a Cable Television Installation and Service Agreement with Time Warner Entertainment-Advance/Newhouse Partnership. A Memorandum of Agreement of has been recorded in the Public Records of Hillsborough County, Florida at Official Records Book ____, page _____. Paragraphs 10 and 15 of the agreement are hereby incorporated into this Declaration as follows:

10. Cost of Repairs. SUBJECT TO OWNER'S INDEMNIFICATION OBLIGATIONS HEREUNDER, ALL INSTALLATION, REPAIRS, MAINTENANCE OR MODIFICATIONS OF THE EQUIPMENT SHALL BE PERFORMED BY TWC OR ITS AUTHORIZED AGENTS AT ITS SOLE EXPENSE IN THE EVENT THAT TWC INCURS COSTS FOR REPAIRS OR REPLACEMENTS NECESSITATED BY THE WILLFUL OR MALICIOUS TAMPERING WITH ITS EQUIPMENT BY ANY LOT OWNER OR OCCUPANT WITHIN THE SUBDIVISION, TWC MAY SEEK REIMBURSEMENT FROM SUCH OWNER OCCUPANT OF THE TOTAL COST OF SUCH REPAIRS OR REPLACEMENTS.

15. Miscellaneous. This Agreement shall be governed in accordance with the laws of the State of Florida. Any legal proceeding brought in connection herewith shall be maintained only in the County. In the event that either party hereto institutes legal proceedings to enforce its rights hereunder, the party prevailing therein shall be entitled to recover reasonable attorneys' fees and court costs (including those incurred on appeal) from the party not prevailing therein. If any term or provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, such shall not adversely effect the validity or enforceability of the remaining terms and provisions of this Agreement. This Agreement shall be binding upon the parties and their respective successors and assigns and, as the Community is developed and built-out Owner shall delegate its duties under this Agreement to those third parties (eg., homeowner's associations (including the HOA) that are most capable of performing the obligations of Owner hereunder and Owner shall cause such third parties to accept such delegation and to perform such obligations as required by this Agreement. Either party may freely assign this Agreement (or portions thereof as contemplated in the previous sentence), and upon the assignee's written assumption of such obligations, the assigning party shall be relieved of further liability with respect to the assumed obligations. Despite anything to the contrary in this Agreement, neither party will be liable or in default for any delay or failure of performance resulting directly from anything beyond the reasonable control of the non-performing party, such as acts of God; acts of civil or military authority; acts of a public enemy; war; severe weather, earthquakes, or floods; fires or explosions; governmental regulation; or strikes, lockouts, or other work interruptions.

Section 36. Master Association. This Association and the Property shall be subject to the covenants, conditions, restrictions, easements, charges and liens of the Hampton Master Property Association, Inc., a Florida not-for-profit corporation.

ARTICLE IX.

INSURANCE AND HAZARD LOSSES

The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all Insurable improvements on the Common Areas. If blanket all-risk coverage is not reasonably available, than at a minimum an insurance policy providing fire and extended coverage shall be obtained.

Section 1. Authority to Purchase: Named Insured. All insurance policies upon the Common Areas and the Association Property shall be purchased by the Association and shall be placed in a single agency or company, if possible. The named insured shall be the Association. The Association has the authority to use its discretion in obtaining the coverage listed hereinafter, as some of the requirements may be or become unobtainable, or may be cost prohibitive.

Section 2. Coverage.

A. Fidelity Bonds. Blanket fidelity bonds must be maintained for anyone who either handles or is responsible for funds that the Association holds or administers. Cancellation or substantial modification of the bonds must be noticed to the Association members and FNMA servicers prior to change.

B. Hazard Insurance. All buildings and insurable improvements on the Common Areas and the Association Property shall be Insured for fire and extended coverage perils, excluding foundation and excavation costs at their maximum insurable replacement value and all personal property owned by the Association shall be insured for its full insurable value, all determined annually by the Board of Directors of the Association.

(1) Company Rating. The company or companies with whom the Association shall place its insurance coverage must meet the following requirements: a B general policyholder's rating or a financial performance index of 6 or better in the Best's Key Rating Guide, or an A or better rating from Demotech, Inc.

(2) Deductible. Unless a higher maximum amount is required by state law, the maximum deductible amount is the lesser of \$10,000 or 1% of the hazard insurance policy face amount. However, for losses related to a Lot/Dwelling owned by the Association which is covered by a blanket policy, if any, the deductible related to the individual Lot/Dwelling should be the lesser of \$1,000 or 1% of the Lot's replacement cost.

(3) Endorsements. If available and/or applicable, an Inflation Guard Endorsement, a Construction Code Endorsement, and a Machinery Coverage Endorsement are required.

C. Flood Insurance. If any part of the Association Property is in a Special Flood Hazard Area which is designated as A, AE, All, AO, Al-30, A-n, V, YE or V1-30 on a

Flood Insurance Rate Map, the Association must maintain a master or blanket policy of flood insurance. The amount of flood insurance should be at least equal to the lesser of 100% of the insurable value of the facilities or the maximum coverage available under the appropriate National Flood Insurance Administration program. Unless a higher deductible amount is required by state law, the maximum deductible amount for policies covering the Association Property and Common Property is the lesser of \$5,000 or 1% of the policy's face amount

D. Liability Insurance. If the policy does not include "severability of interest" in its terms, a specific endorsement must be obtained to preclude the insurer's denial of an Owner's claim because of negligent acts of the Association or of other Owners.

E. Public Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the Common Areas and the Association Property and insuring the Association and the Members as their interests appear in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage.

F. Workmen's Compensation Insurance. The Association shall obtain workmen's compensation insurance in order to meet the requirements of law, as necessary.

G. Other Insurance. The Board of Directors or the Association shall obtain such other insurance as they shall determine from time to time to be desirable.

H. Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association and their respective servants, agents and guests.

Section 3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Section shall be assessed against and collected from Members as part of general assessments.

Section 4. Association's Power to Compromise Claims. The Board of Directors of the Association is hereby irrevocably appointed agent for each Member and for each holder of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon payment of claims.

ARTICLE X.

DEVELOPER'S RIGHTS

Section 1. Sales Activity. Notwithstanding any provision herein to the contrary, until

the Developer has completed, sold and conveyed all of the Lots within the Property, neither the Owners nor the Association nor their use of the Common Areas shall interfere with the completion of the contemplated improvements and the sale of Lots and any other sales activity of the Developer, whether related to the Property or other developments of the Developer. The Developer (or its duly authorized agents or assigns) may make such use of the unsold Lots and the Common Areas as may facilitate such completion and sale including, but not limited to, the maintenance of sales offices, construction trailers, storage areas, model homes, and/or parking lots for the showing of the property, and the display of signs, billboards, flags, placards and visual promotional materials. The Developer shall have the right to use unimproved Lots for temporary parking for prospective purchasers and such other parties as Developer determines. Each Lot and the Common Area is hereby subjected to an easement for the purposes set forth herein.

Section 2. Replatting. It may be necessary for the Developer to replat a portion of the Property. The Developer shall have the right to replat unsold portions of the Property without requiring the joinder or consent of any Owner or Institutional Lender holding a mortgage on any Lot

Section 3. Utility and Construction Payments and/or Deposits. In the event a utility company or governmental authority requires a deposit to be made by the Developer, and such deposit shall be refunded at some time in the future, then the Developer (and not the Association) shall be entitled to receipt of the refunded funds. In addition, should construction payments made by the Developer be refunded by a utility company or governmental authority at some time in the future, then the Developer (and not the Association) shall be entitled to receipt of the refunded funds or the Association shall reimburse the Developer for such payments prior to the time that Owners, other than the Developer, elect a majority of the members of the Board of Directors of the Association.

Section 4. Developer's Right to Common Areas. Developer shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent Property and for the purpose of construction of any facilities on the Common Areas that Developer elects to build. Developer may grant easements to Lot Owners adjacent to Common Areas for overhangs, protrusions and encroachments of any portion of the improvements to a Lot which are constructed by Developer. The Developer shall have the right to dedicate the Common Areas or a portion thereof to any governmental authority or utility company, or to grant an easement over the Common Areas in favor of any governmental authority or utility company, without requiring the joinder or consent of any other Owner or Institutional Lender holding a mortgage on any Lot

Section 5. Assignment of Developer Rights. The Developer shall have the right to assign to any other person or entity any or all of the Developer's rights reserved in this Declaration, in whole or in part, with respect to all or any portion of the Property. In the event of an assignment, the assignee shall not be liable for any action of a prior developer. Acquisition, development or construction lenders acquiring title to the Property or any portion thereof by foreclosure or deed in lieu of foreclosure shall have the right, but not the obligation, to assume the Developer's rights. Such acquisition, development or construction lender shall have the right

to assign the Developer's rights to a subsequent purchaser, regardless of whether or not the Developer's rights were assumed by the lender.

Section 6. Developer Approval of Board Action In the event the Developer no longer controls the Board of Directors but continues to own a portion of the Property, then the Developer shall have the right to veto any action taken by the Board if the Developer determines that such action materially and adversely affects the Developer's interest in the community. Action of the Board shall be submitted to the Developer within ten (10) days of adoption of such action. In the event a written veto is not delivered by the Developer to the Board within ten (10) days of actual receipt of the action, then the action shall be deemed approved.

ARTICLE XI.

INSTITUTIONAL LENDERS' RIGHTS

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Lots in the Property.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number), therefore becoming an "Eligible Holder", will be entitled to timely written notice of:

A. any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Lot on which there is a first mortgage held, insured, or guaranteed by such eligible holder;

B. any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;

C. any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

D. any proposed action which would require the consent of a specified percentage of eligible holders.

Section 2. No Priority. No provision of this Declaration or the bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Areas.

Section 3. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Lot

Section 4. Applicability of Article XI. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Florida law for any of the acts set out in this Article.

Section 5. Failure of Institutional Lender to Respond. Any Institutional Lender who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Institutional Lender within thirty (30) days of the date of the Association's request, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

ARTICLE XII.

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Association, or the Owner of any Lot subject to this Declaration, and their assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds of the Lots and an instrument signed by the then Institutional Lenders of two-thirds of the mortgaged Lots have been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part.

Section 2. Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed (postpaid), transmitted by way of telecopy (fax), or sent by overnight courier, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and failure by the Developer, the Association, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants may also be enforced by the Architectural Control Board. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or Master Stormwater Management System. The Association is hereby empowered to adopt reasonable rules and regulations for the imposition of fines to be levied against any Owner for failure to comply with the terms of this Declaration or rules and regulations of the Association. Any rule or regulation subjecting any Owner to fines

shall include provisions for notice, hearing, appeal and fines. Fines shall constitute an assessment due to the Association and upon failure to pay such fine within the period prescribed by the Association shall become a charge and continuing lien upon the Owner's Lot subject to enforcement as provided in Article V.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect

Section 5. Amendment. This Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing two-thirds of the total votes of the Association. Every amendment must have the written joinder and consent of the Developer for so long as the Developer owns any portion of the Property. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be recorded in the Public Records of Hillsborough County, Florida. No amendment may prejudice or impair the rights or priorities of Institutional Lenders granted hereunder unless all Institutional Lenders join in the execution of the amendment. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to, Developer, unless Developer joins in the execution of the amendment. Any amendments to this Declaration which alter any provision relating to the surface water or Master Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Commons Areas, must have the prior approval of the District.

Section 6. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the Owners. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This section shall not be amended unless such amendment is made by the Developer or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 7. Effective Date. This Declaration shall become effective upon its recordation in the Hillsborough County Public Records.

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Signed, sealed and delivered
in the presence of:

WEST HAMPTON, L.L.C., a Florida
limited liability company

BY: HAMPTON PARK, L.L.C., a Florida
limited liability company, Member

Ann M. Barlow
Print Name: Ann M. Barlow

By: [Signature]
Richard A. Puzzitiello, Sr., Manager

Billie B. Cristwood
Print Name: Billie B. Cristwood

BY: ANDICO, INC., a Florida
corporation, Member

[Signature]
Print Name: LINDA BURR

By: Andrew J. Lynn
Andrew J. Lynn, President

[Signature]
Print Name: RICHARD M. HARER

STATE OF OHIO
COUNTY OF Cuyahoga

The foregoing instrument was acknowledged before me this 7th day
of December, 2001, by Richard A. Puzzitiello, Sr., as managing member of Hampton
Park, L.L.C., a member of West Hampton, L.L.C., a Florida limited liability company, who is
personally known to me.

Ann M. Barlow
Notary Public, State of Ohio
Print Name: _____

ANN M. BARLOW
NOTARY PUBLIC - STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires Feb. 2, 2005

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 10th day
of December, 2001, by Andrew J. Lynn, as President of Andico, Inc., a member of West
Hampton, L.L.C., a Florida limited liability company, who is personally known to me.

[Signature]
Notary Public, State of Florida
Print Name: LINDA BURR



Linda Burr
Commission # CC983863
Expires Jan. 11, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

EXHIBIT "A"

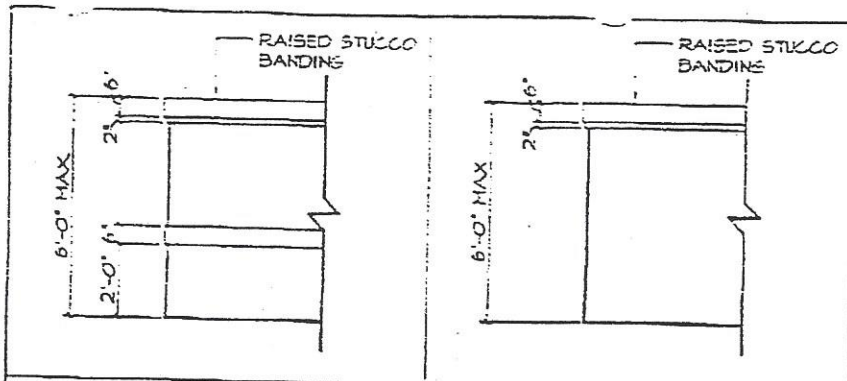
- Block A, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17;
- Block B, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23,
24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44,
45, 46, 47, 48, 49 and 50;
- Block C, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23,
24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44,
45, 46, 47, 48, 44, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62 and 63;
- Block D, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22;

All lying in WEST HAMPTON, as per plat recorded in Plat Book 91, Page 71-1 thru 71-19 of the Public Records of Hillsborough County, Florida.

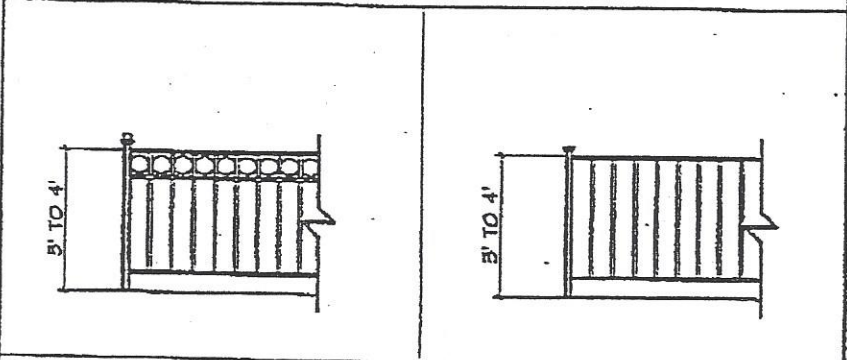
EXHIBIT "B"

Common Areas

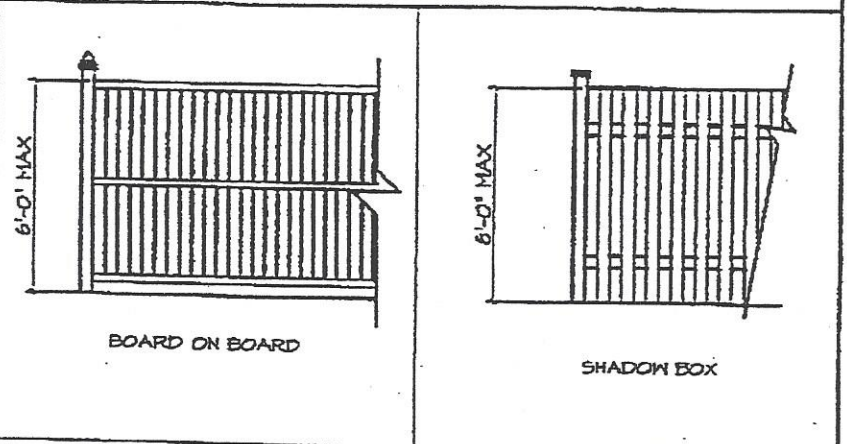
That real property dedicated to the Association on a plat or plats of the Property, and any real property conveyed to or acquired by the Association.



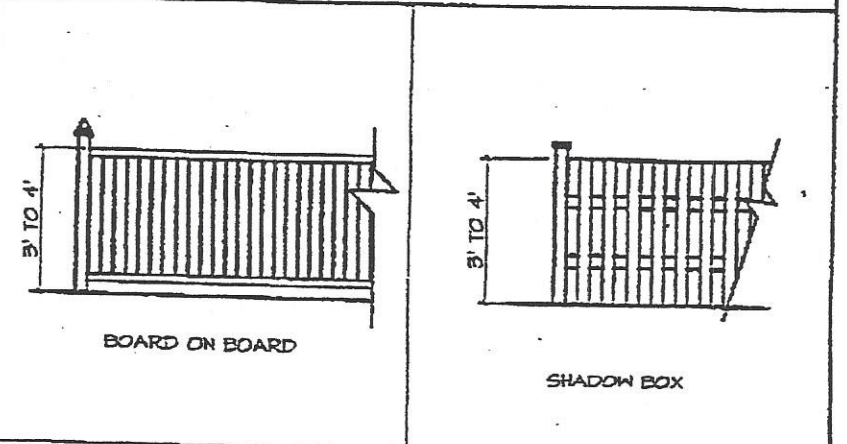
MASONRY/ PRIVACY WALL



AMENITY FENCE



PRIVACY FENCE



4' SIDE YARD FENCE

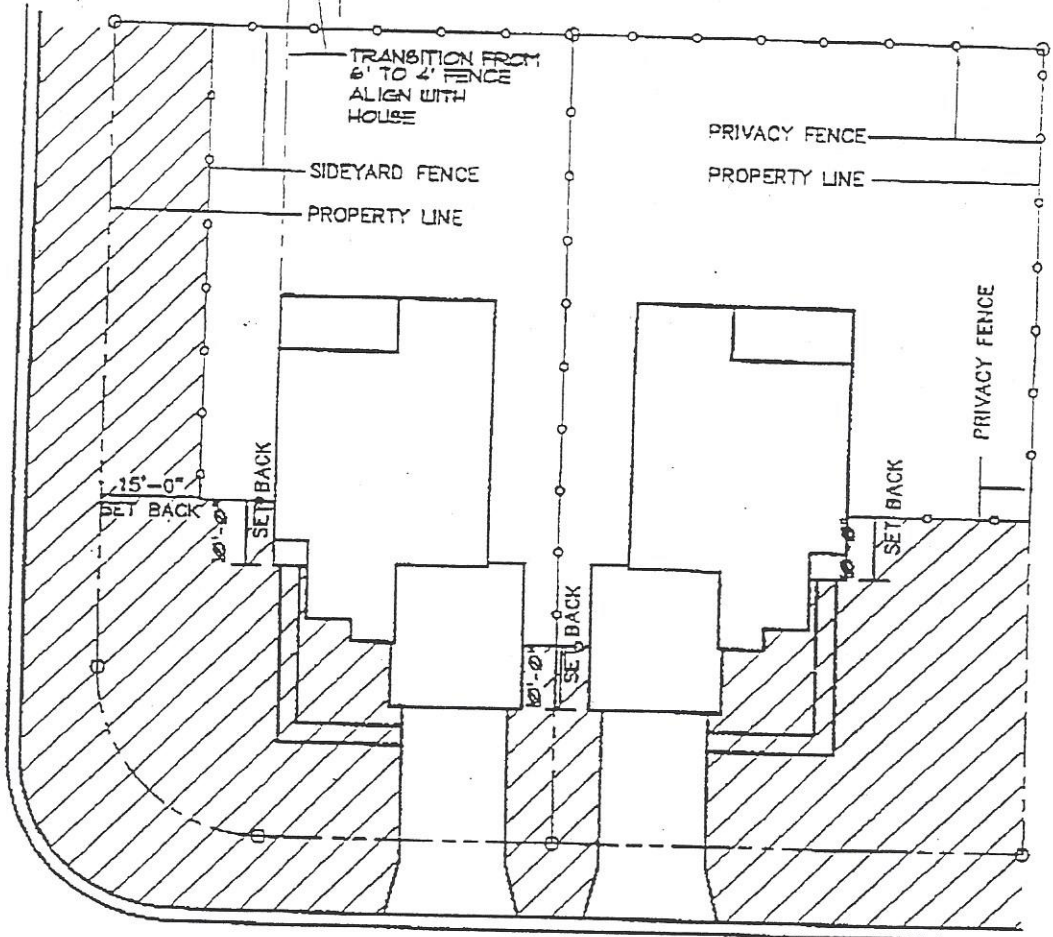
(APPROVED FENCE/WALL TYPES)

EXHIBIT

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C

4' HIGH SIDE
YARD FENCE 9'-0" 6' HIGH PRIVACY
FENCE



CORNER LOT

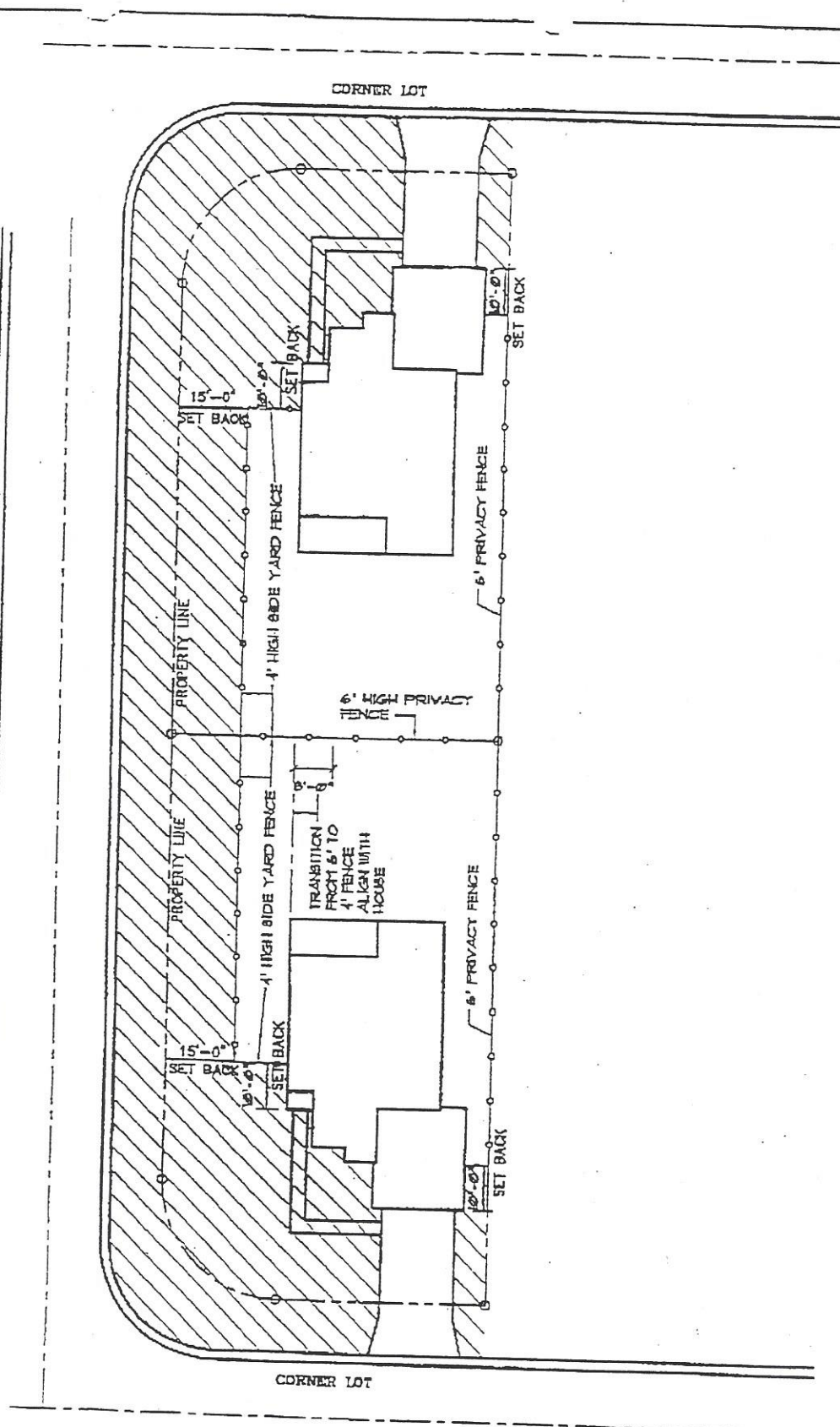
BASIC LOT

TYPICAL NON-AMENITY LOTS

EXHIBIT

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D



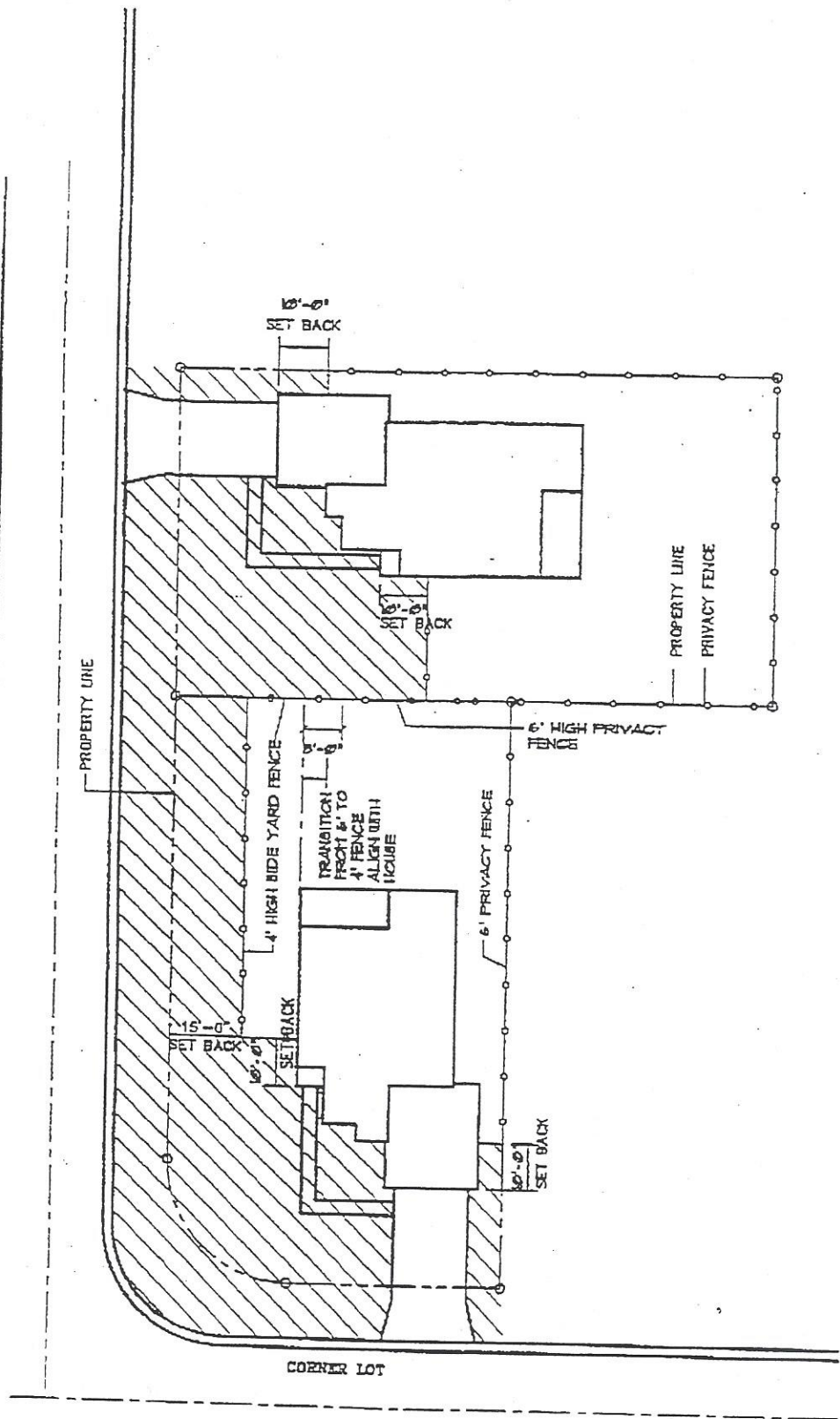
TYPICAL NON-AMENITY LOTS

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EXHIBIT

 E

7

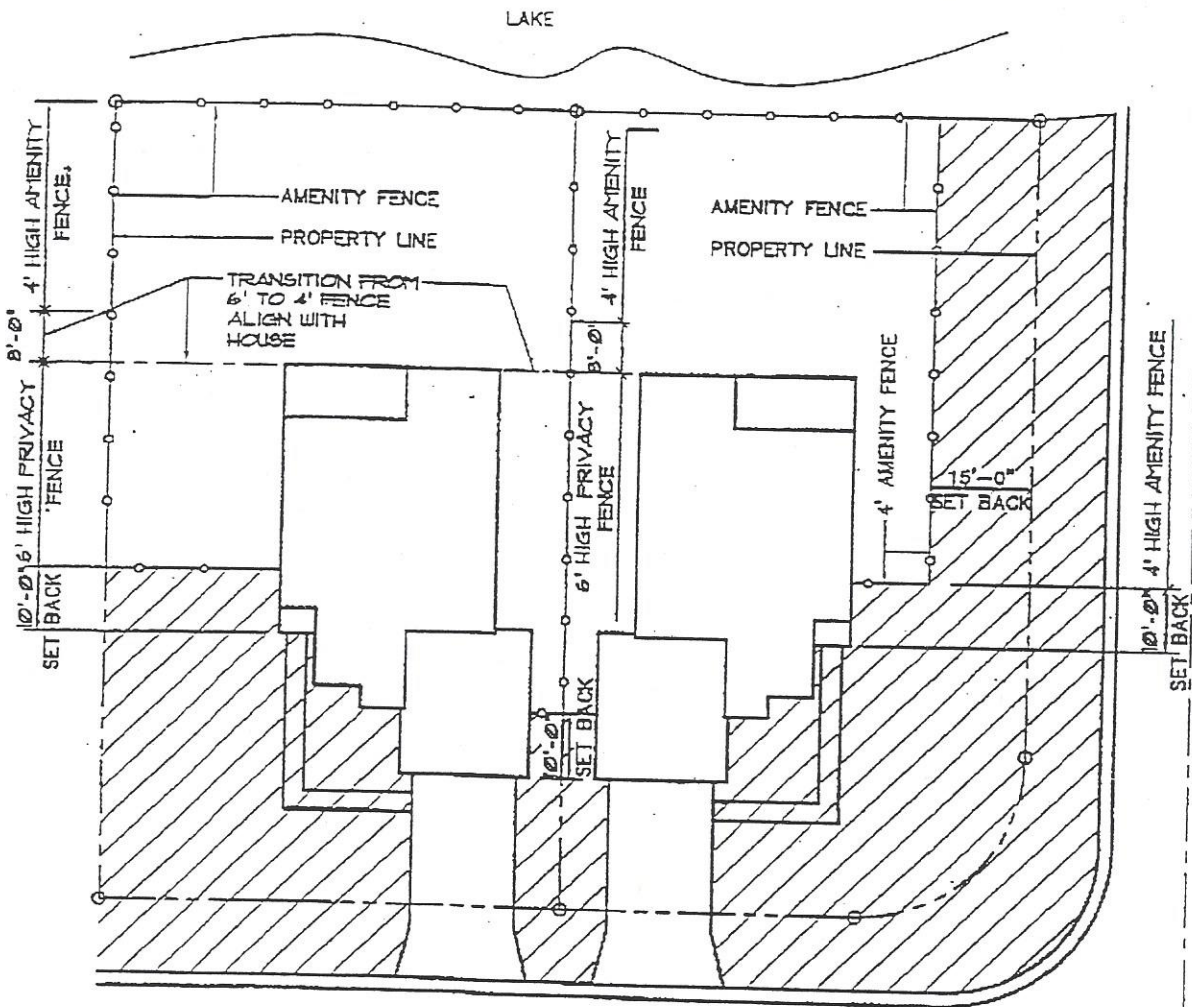


TYPICAL NON-AMENITY LOTS

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EXHIBIT

F



BASIC LOT

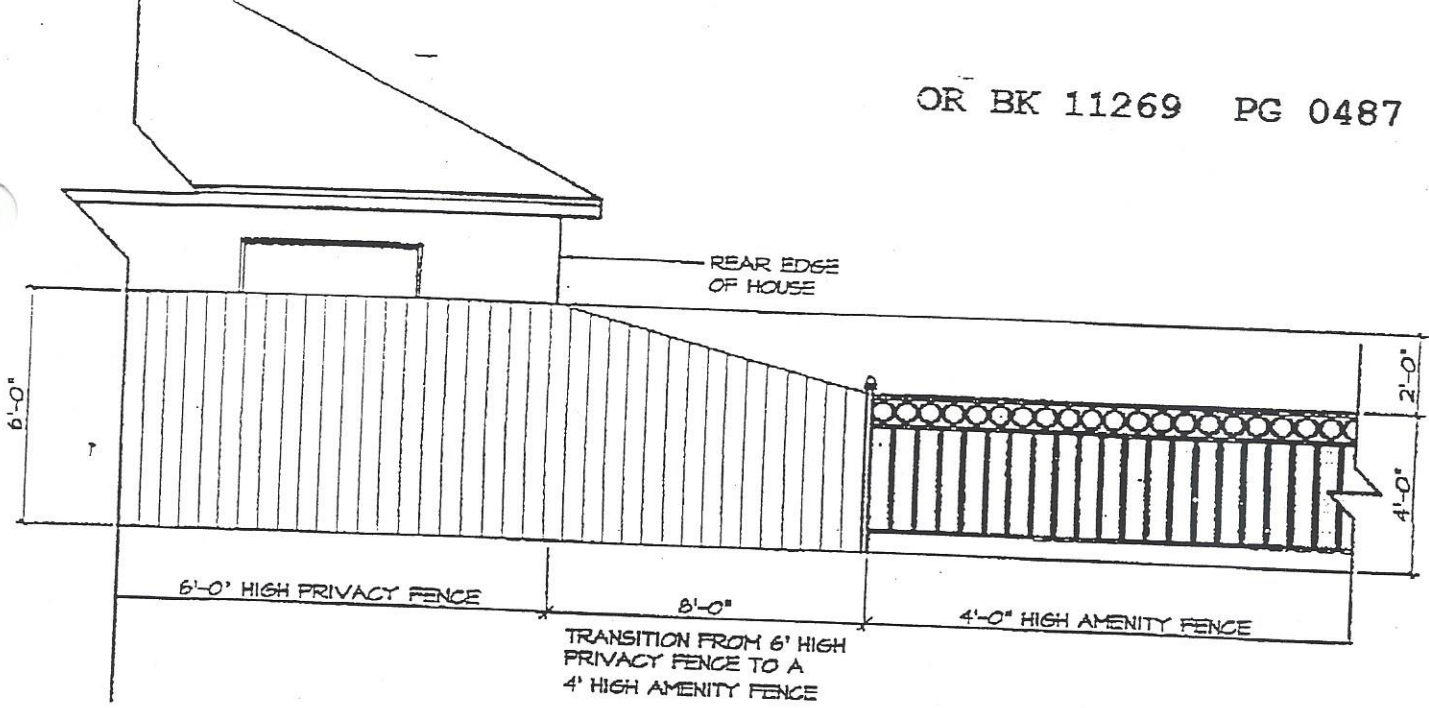
CORNER LOT

TYPICAL AMENITY LOTS

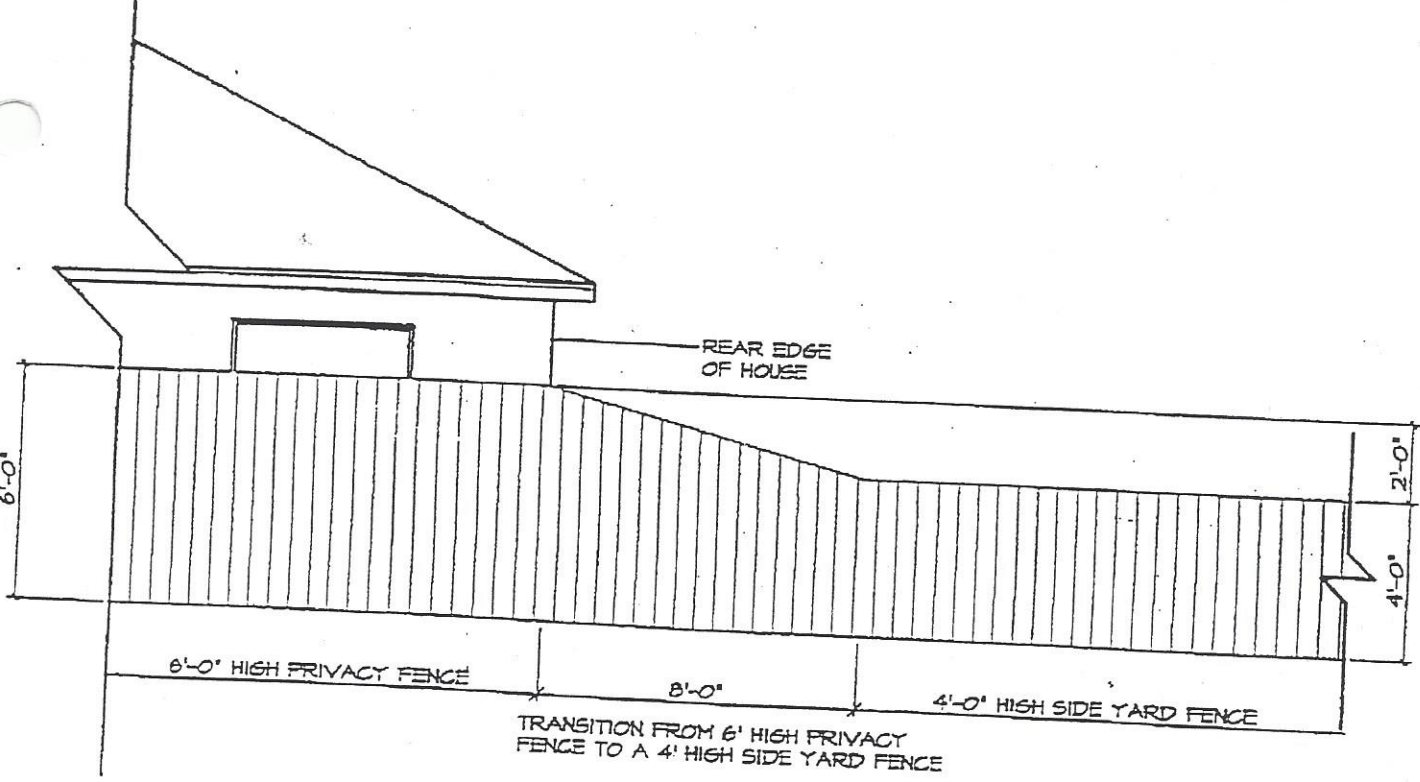
EXHIBIT

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G



TRANSITION FROM 6' HIGH PRIVACY FENCE TO A 4' AMENITY FENCE



TRANSITION FROM 6' HIGH PRIVACY FENCE TO A 4' HIGH SIDE YARD FENCE

EXHIBIT

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H