

INSTR # 2006483666

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RECORDED 10/09/2006 04:03:26 PM

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HILLSBOROUGH COUNTY

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This Instrument Prepared By
And Should Be Returned To:
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123 South Calhoun Street
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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WESTPARK PRESERVE SUBDIVISION**

THIS DECLARATION is made and entered into on this ___ day of October, 2006, by Pulte Home Corporation, a Michigan Corporation (hereinafter "Declarant").

RECITALS

A. Declarant owns fee simple absolute in all of that certain real property located in Hillsborough County, Florida, and known by official designation as "Westpark Preserve" according to the plat thereof to be recorded in the Official Records of Hillsborough County, Florida (the "Subdivision"). A true and correct copy of the legal description for the Subdivision is attached hereto as **Exhibit A** and is made a part hereof.

B. The Subdivision will consist of residential townhome structures. The purpose of this Declaration is to set forth covenants, conditions, and restrictions applicable generally to all lots and common areas within the Subdivision, except as expressly provided herein.

C. For the purpose of enhancing and protecting the value, attractiveness and desirability of the real property constituting the Subdivision, Declarant states that all of the real property described above, and each part thereof shall be held, sold, leased, transferred, mortgaged, and conveyed subject to the following easements, covenants, conditions and restrictions, and declares that such restrictive covenants shall apply to and bind Declarant, and its successors and assigns, for the term set forth herein and that such covenants shall run with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

This Declaration does not and is not intended to create a condominium within the meaning of the Florida Condominium Act, Chapter 718, Florida Statutes, or a cooperative within the meaning of the Florida Cooperative Act, Chapter 719, Florida Statutes.

ARTICLE I DEFINITIONS

1.1. Articles - The term "Articles" as used herein shall mean the Articles of Incorporation of the Westpark Preserve Homeowner's Association, Inc. which have been filed in the Florida Department of State, Division of Corporations, as the same may be amended.

1.2. Association - The term "Association" as used herein shall mean and refer to Westpark Preserve Homeowner's Association, Inc., a Florida non-profit corporation, its successors and assigns.

1.3. Board - The term "Board" as used herein shall mean and refer to the Board of Directors of the Association.

1.4. Bylaws - The term "Bylaws" as used herein shall mean and refer to the Bylaws of the Association, as the same may be amended.

1.5. Common Area - The term "Common Area" as used herein shall mean all real property owned by the Association, including all improvements thereon, intended for the common use and enjoyment of the Owners. The Common Area may include, among other things, any easements granted for the common use and enjoyment of the Owners and any improvements constructed thereon; roads; parking facilities; sidewalks; pedestrian; entryways; open areas; swales; ponds; wetlands; conservation areas; mail centers; and/or any other amenities serving the Subdivision. The Common Area is described as the real property depicted on the Plat for Westpark Preserve, as the same may be amended from time to time, less and except all numbered Lots as shown thereon.

1.6. Common Expenses - The term "Common Expenses" as used herein shall mean the actual and estimated expenses incurred by the Association for the maintenance, repair, and operation of the Common Area, Exclusive Use Common Area, and all portions of the townhome structures or Lots which the Association is obligated to maintain and repair, including all reasonable reserves as may be found necessary for purposes of maintaining such areas.

1.7. Declarant - The term "Declarant" as used herein shall mean and refer to Pulte Home Corporation, its successors and assigns.

1.8. Exclusive Use Common Area - The term "Exclusive Use Common Area" shall mean and refer to those portions of the Common Area dedicated to the exclusive use of particular Lot Owners within the Subdivision. Such areas shall include, without limitation, driveways and designated parking areas dedicated to those Lots which are developed without driveways or garages.

1.9. Governing Documents - The term "Governing Documents" as used herein shall mean this Declaration, the Articles, and the Bylaws, collectively.

1.10. Institutional Lender - The term “Institutional Lender” as used herein shall mean any bank, savings and loan association, insurance company, real estate investment trust, pension fund, governmental agency, and any other recognized institutional lending entity which holds a mortgage or lien on any Lot.

1.11. Lot - The term “Lot” as used herein shall mean and refer to those individual Lots as described on the Plat, including improvements constructed thereon by Declarant, with the exception of the Common Area and Exclusive Use Common Area.

1.12. Member - The term “Member” as used herein shall mean and refer to any person or entity that is an Owner, as defined herein, and, as such, comprises the Association membership.

1.13. Owner - The term “Owner” as used herein shall mean and refer to the record owner, whether one or more person or entities, of the fee simple title to any Lot.

1.14. Plat - The term “Plat” as used herein means the subdivision plat for Westpark Preserve to be recorded in the Official Records of Hillsborough County, Florida, and any other recorded plat which is made subject to the provisions of this Declaration.

1.15. Surface Water Management System Facilities – The term “Surface Water Management System Facilities” as used herein shall mean and refer to the surface water and stormwater management systems constructed within the Subdivision, including, without limitation, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands, wetland buffer areas, and wetland mitigation areas.

1.16. Supplemental Declaration – The term “Supplemental Declaration” as used herein means and refers to a recorded instrument which subjects additional property to this Declaration, identifies Common Area, Exclusive Use Common Area, or imposes additional restrictions and obligations on the land described therein.

ARTICLE II COVENANTS AND RESTRICTIONS

2.1. Residential Use. All Lots in the Subdivision shall be used and occupied for single family residential purposes only, with no more that one dwelling per Lot.

2.2. Leasing. Lots may not be leased for a period of less than seven (7) months. No Lot may be leased more than two (2) times per year. A Lot is considered leased when the Owner thereof enters into an agreement, whether written or oral, which creates a leasehold, sublease, assignment, or other similar transfer of possession of the Lot or any portion thereof to a third party. Upon leasing any Lot, the Owner must provide the Association with a copy of the lease or other instrument effectuating the transfer of possession, the tenant’s name, mailing address, and telephone number. The Owner must further provide the Association with his or her current mailing address and telephone number, which information shall be used by the Association to

provide all communications and legal notices to the Owner.

2.3. No Commercial Activity. No general commercial or other business activity shall be permitted on any Lot. However, this provision shall not preclude an Owner from working from home or from operating a business from a home so long as such business does not generate traffic or customers traveling to or from the Subdivision or Lot of such Owner and does not interfere with other Owners' use and enjoyment of their properties within the Subdivision.

2.4. Easement Maintenance. All Owners bordering easements within the Subdivision (excluding any utility or underground easements) shall share equally in maintaining such easements and the improvements thereon.

2.5. Out-Buildings. Except as may be installed by Declarant, no mobile, modular, pre-fabricated building, shed or any other out-building or structure of any kind shall be permitted on any Lot.

2.6. Mining or Drilling. Except as authorized by Declarant or the Association in writing, there shall be no mining, quarrying, excavating, or drilling for minerals, gas, or other material on any property within the Subdivision. Nothing herein shall prohibit Declarant or the Association from conducting mining, quarrying, excavating, drilling or similar operations for purposes of maintaining or repairing any portion of the Common Area or Exclusive Use Common Area or for purposes of developing or constructing any portion of the Subdivision.

2.7. Nuisance. No noxious or offensive trade or activity shall be carried on at any time on any Lot, nor shall anything be done on any Lot which is or may become an annoyance or nuisance to the adjoining lot(s) or the Subdivision generally.

2.8. Pets. No animals other than cats, dogs, and other household pets shall be kept temporarily or permanently on any Lot. No livestock or poultry of any kind shall be kept or raised on any Lot. No household pets shall be kept, bred, or raised on any Lot for commercial purposes. Any animal which, in the sole opinion of the Association, is or becomes dangerous or an annoyance or nuisance in the Subdivision, or destructive of wildlife, immediately upon notice by the Association to the Owner of such animal, may not thereafter be kept on the Lot. Owners shall be responsible for prompt removal of any pet litter or waste of their pets. When off of the pet Owner's Lot, all pets shall be kept on leash or otherwise restrained and under the physical control of a responsible party at all times.

2.9. Trash. No garbage, trash, refuse, rubbish, ashes, inoperable vehicles (that have been inoperable for more than thirty (30) days), junk or other waste shall be thrown, dumped or stored on any Lot, park, street, easement or alley in the Subdivision or permitted to remain upon any such place. Unless otherwise provided herein, all garbage shall be kept in sanitary containers and hidden from view except when placed at a street edge for regularly scheduled pickup. Such sanitary containers shall only be placed at a street edge for pickup after 7:00 p.m. the day prior to pickup and shall be removed from the street edge and hidden from view by 7:00 p.m. on the day of pickup. The Association may, at its sole discretion, construct and maintain a central facility for Owners to dispose of household garbage and waste. If constructed, the central

waste facility shall be only used for disposal of ordinary non-hazardous household waste, and in no event shall be used for disposal of beds, mattresses, appliances, household furniture, equipment, or other similar items. Upon construction of a central trash waste facility, the Association shall establish rules and regulations governing the use of such area by the Owners. The Association may also contract with a trash removal vendor to provide trash removal services to the entire Subdivision. To the extent such third party vendor supplies uniform decorative containers to be used for trash storage and disposal, the provisions herein related to the placement and storage of trash containers shall not apply, and the decorative trash containers shall be stored at such location on the Lot as designated by the Board.

2.10. Signs. No signs of any kind shall be displayed to the public view from any Lot, or from any building, structure, or vehicle on any Lot or the Exclusive Use Common Area appurtenant thereto, except one professional sign not more than three feet square advertising the Lot for sale, or twelve (12) feet square for any sign used by Declarant to advertise the construction or sale of a Lot within the Subdivision. Signs displaying an Owner's name and address that are approved in advance in writing by the Association may be permitted. Notwithstanding the foregoing, the Declarant reserves the right for itself, its successors and assigns, its nominees, and the Association to install and maintain anywhere within the Subdivision any and all signs related to the construction, marketing, sale, or rental of any Lots in the Subdivision and any informational or directional signage as Declarant deems necessary.

2.11. Clotheslines. Clotheslines shall only be placed and used in areas on a Lot reasonably approved by the Association and shall be kept from view from any public rights of way and from any adjoining Lot at all times.

2.12. Exterior Lighting. Except as may be installed by Declarant or the Association, no spotlights, flood lights, or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other residence or the improvements thereon or upon any Common Area or Exclusive Use Common Area (excluding designated parking areas), without the prior written authorization of the Association.

2.13. Fences. Except as may be installed by Declarant or the Association, no fencing, walls, hedgerows, dog runs, animal pens, or similar structures shall be placed or erected on a Lot or Exclusive Use Common Area.

2.14. Mailboxes. All mailboxes installed in the Subdivision must be approved in all respects by the Association and all required governmental entities prior to installation. In the event Declarant or Association installs and maintains a separate central location for maintenance of all mailboxes within the Common Area, no Owner shall maintain a mailbox on his or her Lot without the prior written consent of the Association. If the Association installs and maintains a central mail facility for the Subdivision, the Association shall establish rules and regulations governing the use of such area, including provisions addressing mailbox key replacement and mailbox maintenance and repair.

2.15. Window Treatment. No reflective foil, sheets, newspapers, or other similar material shall be permitted on any window or glass door. Drapes, blinds, verticals, and other

window coverings visible from outside a residence shall have a white, beige, or similar light coloring.

2.16. Parking. The style and size of garages and adjacent driveways for the Lots will vary throughout the Subdivision. Lots may have two-car garages and a driveway, one-car garages and a driveway, or no garage or driveway. To the extent applicable, all garages shall be used primarily for the storage of motor vehicles. For those Lots containing two-car garages, no more than two (2) motor vehicles may be parked in the driveway of the Lot at any time. For those Lots with one-car garages, no more than one (1) motor vehicle may be parked in the driveway at any time. Lots with two-car garages may only have four (4) motor vehicles parked on the Lot at any time; Lots with one-car garages may only have two (2) motor vehicles parked on the Lot at any time. Lots that do not have garages shall have designated parking in the Subdivision serving such Lots, which areas shall be Exclusive Use Common Area appurtenant to such Lots. Owners of Lots that do not have garages shall be limited to two (2) vehicles per Lot owed. Vehicles shall not be parked on streets, access-roads, landscaped areas, paths, or sidewalks within the Subdivision. No vehicle covers are permitted within the Subdivision. The Association shall have the right to tow improperly or illegally parked vehicles from private streets, driveways, paths, rights of way and other Common Areas, Exclusive Use Common Areas, and Lots at the vehicle owner's expense. All Owners covenant and agree to comply with all rules and regulations concerning parking and operation of vehicles within the Subdivision as the same may be adopted from time to time by the Association.

2.17. No Subdivision. No Lot or any portion thereof shall be subdivided without Declarant's or its successor's prior written consent.

2.18. Satellite Dishes, Antennas, Etc. No outside antennas, antenna poles, antenna masts, satellite television reception devices larger than forty inches (40") in diameter, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the Association. Satellite television reception devices no larger than forty inches (40") in diameter are permitted without such approval if the devices are affixed to the rear portion of a residence or not attached to the roof. Owners shall locate the satellite television reception devices so they are not visible from the street fronting the building. No antennae shall extend more than two feet (2') above a residence.

2.19. Overhead lines. All utility service conduits shall terminate at each individual Lot line, and there shall be no overhead utility lines within any Lot to supply utility service between any main structure and any outlying location.

2.20. Swimming Pools. No swimming pools shall be permitted on any Lot whether temporarily or permanently.

2.21. Recreational Vehicles. No boats, trailers, RVs, personal watercraft, or other recreational vehicles or equipment shall be parked or stored on any Lot whether temporarily or permanently unless parked or stored in the garage of such Lot (if applicable) with the garage door closed at all times (unless the garage is then in use). To the extent applicable, recreational vehicles or equipment shall be stored or parked in garages so as not to prevent the simultaneous

storage or parking of motor vehicles in such garage as provided herein. No recreational vehicles or equipment shall be stored in the Common Area or Exclusive Use Common Area, including the dedicated parking for any Lot developed without a garage. The Association shall have the right to tow, at the affected Owner's expense, any recreational vehicle which does not comply with this section or any other covenants or rules governing vehicle use, parking, or storage within the Subdivision.

2.22. Automotive Repairs/Maintenance. No maintenance or repairs shall be performed on any vehicles in any portion of the Subdivision unless the vehicle is parked within a garage on a Lot. Notwithstanding the foregoing, in an emergency, maintenance or repairs of vehicles may be performed, but such maintenance or repair must be completed within twelve (12) hours of such emergency. Car washing on any Lot or any area of the Subdivision not dedicated by the Association for such use is strictly prohibited.

2.23. Sporting Equipment and Activities/Recreational Structures. No basketball goals, hoops, backboards or any other sporting equipment may be erected or placed within the Subdivision unless installed by the Declarant or Association. Temporary sporting equipment may be used during daylight hours, but must be removed from sight and stored in a garage at night when not in use. To the extent otherwise permissible hereunder, all sporting equipment must be used entirely on the Owner's Lot. All sporting activities shall be conducted solely on the Lots within the Subdivision or within such areas as may be designated by the Association for such activities. Large recreational structures or equipment such as swings, inflatable jumping houses, trampolines, and jungle gyms are strictly prohibited unless installed by the Declarant or approved in writing by the Association.

2.24 Maintenance Responsibility of Association. Unless otherwise provided herein, the Association shall, in its sole discretion, install, maintain, repair, and replace any and all improvements within the Common Area, Exclusive Use Common Area, and on the Lots as originally installed by the Declarant. Such maintenance shall include, without limitation:

- (a) Electrical wiring up to the utility meter for each townhome;
- (b) Water pipes, up to the water meter for each townhome;
- (c) Cable television lines up to the cable box on the exterior of each townhome;
- (d) Sewer lines, up to the point where they reach the exterior of each townhome;
- (e) Landscaping, lighting, and irrigation for the Subdivision, including the Common Areas, Exclusive Use Common Areas, and Lots.
- (f) Maintenance and repair of all amenities of the Association, including any community pools, parks, entry gates, and other amenities.
- (g) Periodic maintenance and repair of roadways, sidewalks, walkways, and pedestrian paths and trails.

- (h) Maintenance of a Sentricon termite system for the Subdivision.

2.25. Townhome Maintenance By Association. The Association shall, at its expense, maintain, repair, and replace certain aspects of the townhome structures, including (at a minimum) painting of the exteriors of the townhomes, and maintenance and repair of the exterior cladding and walls (excluding windows and doors), party walls, roofing and related components, waterproofing elements (except caulking of windows and doors), and the gutters and downspouts installed on the townhomes. In addition, the Association may, in its sole discretion, paint the exterior front entry doors and garage doors of each townhome. Such maintenance and repair shall be for purposes of addressing ordinary wear and tear on the townhomes, and shall not include damages caused by fire, hazards, or any other perils or any casualty loss. The Association shall not be required to maintain doors, door frames, glass surfaces, locks, air-conditioning units, lanais or screened enclosures or their components (including roofs) for any townhome. Unless otherwise provided herein, townhome maintenance and repair shall be the sole obligation of each Owner.

2.26. Maintenance Schedule. To satisfy its maintenance obligations hereunder, the Association shall adopt, maintain and follow a Common Area Maintenance Program ("CAM Program") for purposes of ensuring a minimum standard of maintenance and repair of the those portions of the Subdivision which the Association is obligated to maintain and repair. At a minimum, the CAM Program must address periodic inspections, maintenance, and repair of the following areas: Common Area; Exclusive Use Common Area; amenities; the entry gate to the Subdivision; roadways, driveways, walkways; landscaping; mail center and waste center (if constructed); and those portions of the townhomes which the Association must maintain and repair hereunder.

2.27. Responsibility of the Owner. Each Owner at his sole expense shall maintain and keep in repair the interior of his or her townhome, including the fixtures and utilities located in the townhome and the windows and doors for the townhome (including exterior doors). Each Owner shall be required to maintain those areas to the extent repair shall be necessary in order to avoid damaging other townhomes, the Exclusive Use Common Area, or the Common Area, and/or such maintenance or repair as is necessary to prevent or abate a nuisance or is otherwise required by the Association. For purposes of this Paragraph, the interior of the townhome shall include the drywall and finished interior wall and ceiling surfaces of the townhome and the finished flooring surfaces (excluding the slab and floor sheathing). Each Owner at his sole expense shall further maintain and keep in repair the paved walkway and driveway surfaces on his Lot and appurtenant Exclusive Use Common Area (excluding common area sidewalks). An Owner shall not be responsible for repair occasioned by casualty occurring with the Exclusive Use Common Area or the Common Area, unless such casualty is due to the act or negligence of the Owner, or his guests, invitees, or tenants. An Owner is responsible for all repairs resulting from a casualty occurring within or affecting the inside of his townhome.

2.28. No Construction of Improvements. Unless otherwise provided herein or unless authorized by prior written consent of the Association, no Owner, occupant, or their respective agents, contractors, or employees shall commence or perform any construction, repair,

maintenance, or replacement of any improvements within the Common Area, the Exclusive Use Common Area, or those portions of the Lots which the Association is obligated to repair and maintain hereunder. If an Owner becomes aware of any deficiency, defect, or other problem with any improvement within such areas, the Owner shall promptly notify the Association of the deficiency. The decision whether or not to repair, maintain, replace, or otherwise address the deficiency shall be in the sole discretion of the Board.

2.29. Lot Maintenance by Owner. The Owner of each Lot shall keep such Lot, all improvements thereon, all landscaping, and the area between the property line of the Lot and the paved surface of any abutting street and, for Lots abutting any water body, between the Lot line and the water's edge, free of trash and rubbish, and shall at all times keep such Lot and the adjacent area in a neat, clean, and attractive condition. All structures shall be maintained in a safe, clean, and habitable condition. In the event that the Owner of any Lot fails to comply with these maintenance requirements, then within thirty (30) days of written notice of such non-compliance, the Declarant or the Association shall have the right, but not the obligation, to go upon such Lot and adjacent area and remove rubbish and any unsightly or undesirable things and objects therefrom, and to perform any other work and furnish any labor necessary or desirable in their sole judgment to maintain or to place the property and adjacent area in a neat and attractive condition. The costs associated with such work or labor, including reasonable attorney's fees and costs, shall be payable by the Owner to Declarant or the Association (as the case may be) upon demand. To the extent not paid by Owner, Declarant or the Association shall have the right to record a lien against a Lot for which labor and services was performed and enforce the lien according to the procedure set forth hereinafter for the enforcement of liens for unpaid assessments in the event that payment is not received within thirty (30) days of demand.

2.30. Trees. Owners shall not install, maintain, repair, or replace any trees within the Subdivision, including on any Lot, without prior written consent of the Association.

2.31. Landscaping and Irrigation. Landscaping and irrigation for all properties within the Subdivision shall be installed and maintained by Declarant or the Association. The costs attendant with such installation and maintenance shall be an item of Common Expenses. Other than paying assessments, Owners shall not be responsible for installation or maintenance or landscaping or irrigation within the Subdivision. No Owner shall install, repair, maintain, or replace landscaping or irrigation within the Subdivision, including irrigation or landscaping on his Lot. No owner shall apply fertilizer to the landscaping on his Lot. No Owner shall install or use a garden hose on the exterior of his or her Lot. Notwithstanding the foregoing, an Owner may place potted plants within his Lot or the Exclusive Use Common Area adjacent to his Lot so long as such plants do not interfere with the Association's maintenance and repair of such areas. Any potted plants installed by Owners shall be installed and maintained at the Owner's sole expense.

2.32. Compliance with Documents. Each Owner and his family members, guests, invitees, lessees and their family members, guests, and invitees, and his or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this Declaration. The conduct of the forgoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within the Subdivision. Such Owner shall be

liable to the Association for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties which shall be immediately paid for by the Owner as a specific assessment against such Owner's Lot. Failure of an Owner to notify any person of the existence or terms of this Declaration or any other rules and regulations governing the Subdivision shall not in any way limit or divest the right to enforcement of these provisions against the Owner or such other person.

2.33. No Waiver. Any failure by the Declarant or Association to object to or enforce any of the provisions hereof shall not constitute or be deemed a waiver of the right to object to or enforce such violation in the future by Declarant or the Association against any Owner.

2.34. Rights of Declarant. Notwithstanding anything to the contrary contained herein or in the Articles or Bylaws, Declarant reserves the unrestricted right to use any portion of the Subdivision for ingress and egress thereover, including for the use of machinery and equipment thereon, for purposes of developing, constructing and completing all improvements within the Subdivision and all Lots. Neither the Association nor any Owner shall in any way impede or interfere with Declarant's exercise of this right or interfere with the completion of improvements or the sale of Lots within the Subdivision.

2.35. Other Restrictions Established by the Association. The Association shall have the authority, as hereinabove expressed, from time to time to include other restrictions as it shall deem appropriate. Once the Association promulgates certain restrictions, the same shall become binding and shall be given the same force and effect as the restrictions set forth herein until the Association modifies, changes or promulgates new restrictions or the Association modifies or changes restrictions previously set forth by the Association.

2.36. Rights/Obligations Regarding Stormwater System.

- (a) The Association shall own, operate, maintain, and manage the Surface Water Management Systems Facilities within the Subdivision in a manner consistent with Southwest Florida Water Management District ("SWFWMD") permit requirements and applicable rules, and shall assist in the enforcement of the restrictions and covenants contained herein.
- (b) No structure of any kind shall be constructed or erected within any drainage areas or the Surface Water Management Systems Facilities. No Owner shall in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas or the Surface Water Management Systems Facilities, nor shall any grading, alteration, or other modifications, to these areas be made without the prior written permission of the Association, Hillsborough County, and SWFWMD. Wetland buffers shall remain in an undisturbed condition.
- (c) No Owner shall remove native vegetation (including cattails) that becomes

established within the portions of the Surface Water Management Systems Facilities. Removal includes, without limitation, dredging, applying herbicide, cutting, and introducing grass carp. Owners should address any questions regarding authorized activities within such area to the Permitting Department of SWFWMD.

- (d) No Owner shall in any way deny or prevent ingress and egress by the Declarant, the Association, Hillsborough County or SWFWMD to the Surface Water Management Systems Facilities for maintenance or landscape purposes. The right of ingress and egress, and easements, therefore are hereby specifically reserved and created in favor of the Declarant, the Association, SWFWMD, Hillsborough County, and any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.
- (e) No Lot shall be increased in size by filling in any drainage areas or other portion of the Surface Water Management Systems Facilities. No Owner shall fill, dike, rip-rap, block, divert, or change the established drainage areas or the Surface Water Management Systems Facilities without the prior written consent of the Association, Hillsborough County, and SWFWMD.
- (f) Any wall, fence, paving, planting or other improvement which is placed by an Owner within a drainage area or the Surface Water Management Systems Facilities, including, but not limited to, easements for maintenance or ingress and egress, shall be removed, if required by the Association, Hillsborough County, or SWFWMD. The cost of such removal shall be paid by such Owner as a specific assessment as provided herein.
- (g) SWFWMD, the Association, and Hillsborough County shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation, and repair of the Surface Water Management Systems Facilities.
- (h) No Owner may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas, and drainage easements described in the approved permit and recorded Plat of the Subdivision unless prior approval is received from the SWFWMD, Tampa Regulation Department.
- (i) The Association and all Owners shall comply with all governmental regulations including, but not limited to, those of SWFWMD. Each owner of property within the Subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans

for the Surface Water Management Systems Facilities approved and on file with SWFWMD. All Lot Owners shall be responsible for maintaining designed flow paths for side and rear drainage for their individual Lots as shown in the permitted plans. If the constructed flow path is disturbed or modified, the Association may enter such property and reconstruct the intended flow pattern and assess the respective Owner for such expense as a specific assessment.

- (j) Each Owner, by the acceptance of a deed to his Lot, shall be deemed to have agreed that neither Declarant, Hillsborough County, nor any other governmental agency shall have any liability or responsibility whatsoever (whether financial or otherwise) with respect to the Surface Water Management Systems Facilities, and each such Owner shall be deemed to have agreed to look solely and exclusively to the Association with respect to any such liability.
- (k) Neither Declarant nor the Association makes any representation concerning the current or future water levels in any of the bodies of water in the Surface Water Management Systems Facilities, nor shall Declarant or the Association bear any responsibility in attempting to adjust or modify the water levels since such levels are subject to seasonal groundwater and rainfall fluctuations that are beyond the control of Declarant and the Association.
- (l) If the Association ceases to exist, then the Lot Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management Systems Facilities in accordance with the requirement of any SWFWMD permit issued for the Subdivision, unless and until an alternate entity assumes such responsibility. Such responsibility shall be apportioned pro rata among all residences within the Subdivision regardless of size.

**ARTICLE III
MEMBERSHIP, VOTING, AND
OWNERSHIP RIGHTS IN COMMON ELEMENTS**

3.1. Function of Association. The Association is the entity responsible for management, maintenance, operation, and control of the Common Areas and any designated Exclusive Use Common Area within the Subdivision. The Association is also responsible for maintaining and repairing certain exterior components of the townhomes as initially installed by Declarant and all landscaping within the Subdivision. The Association has the primary responsibility for administering and enforcing the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and Florida law. The Board shall be responsible for management of the Association and may contract with a community association manager or management company for such purposes. The Board shall be appointed or elected as provided in the Articles and Bylaws.

3.2. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

3.3. Voting. The Association shall have two classes of voting Members:

(a) Class A. Class A Members shall be all Owners of Lots with the exception of Declarant (who shall become a Class A Member upon turnover of control of the Association to the Class A Members) 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 among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. The Class B Member shall be the Declarant and shall be entitled to nine (9) times the total number of votes of the Class A Members plus one (1). The Class B Membership shall cease and be converted to Class A Membership on the happening of any of the following events, whichever occurs first:

(1) Ninety (90) days after ninety (90%) percent of the Lots have been conveyed to Lot purchasers; or

(2) Nine (9) years following conveyance of the first Lot; or

(3) Decision of the Class B Member to convert to Class A Membership.

3.4. Owners' Easement of Enjoyment to Common Areas. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to each Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment against such Owner's Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(b) The right of the Association to mortgage or convey the Common Area or Exclusive Use Common Area to any homeowners association, public agency, authority or utility. After turnover of control to the Association by the Class B Member, no such mortgage or conveyance shall be effective without the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Class A Members. If ingress or egress to any Lot is through the Common Area or Exclusive Use Common Area, any conveyance or encumbrance of such section of the Common Area or

Exclusive Use Common Area is subject to non-exclusive easement in favor of the affected Lot Owner.

- (c) The right of the Association to promulgate reasonable rules and regulations relative to the use of the Common Area and Exclusive Use Common Area.

3.5. Easement for Exclusive Use Common Area. Every Owner shall have an easement right and easement of enjoyment in and to the Exclusive Use Common Area appurtenant to such Owner's Lot, which shall be appurtenant to and shall pass with the title to such Lot. All Exclusive Use Common Area shall be for the sole benefit and enjoyment of each Owner whose lot is appurtenant to such area, subject to the right of the Association or Declarant to develop, construct, repair, inspect, and maintain such areas or any other rights reserved unto the Declarant or the Association by this Declaration.

3.6. Easements of Support. Every portion of a Lot or improvements thereon which contribute to the support of other Lots or structures shall be burdened with an easement of support and necessity for the benefit of such Lots or structures.

3.7. Easements for Maintenance, Emergency, and Enforcement. Declarant grants to the Association, for itself, and its duly authorized agents, assigns, employees, and contractors, easements over the Subdivision as necessary for the Association to fulfill its maintenance responsibilities related thereto. Except during an emergency, entry onto a Lot pursuant to this Paragraph shall only be during reasonable hours and after reasonable notice to the Owner.

3.8. Remodeling Easement. Declarant, for itself and its successors and assigns, including the Owners, retains a right and easement in and about each Lot and the Exclusive Use Common Area appurtenant thereto for the construction and installation of any duct work, additional plumbing, or other additional improvements, services or utilities in connection with the improvement or alteration of any Lot or townhome, including the right of access to such areas as is reasonably necessary to accomplish such improvements. In the event of a dispute among Owners with respect to the scope of the easement reserved in this Section, the decision of the Board shall be final.

3.9. Delegation of Use. Any Owner may delegate his right of use and enjoyment to the Common Area or Exclusive Use Common Area to the members of his family, his tenants, his guests, his licensees, or contract purchasers who reside on his Lot; however, any such delegation shall not relieve the Owner of his or her obligation to comply with the Governing Documents, and the Owner shall be responsible for ensuring that family members, tenants, guests, licensees, and contract purchasers comply with the Governing Documents, including all rules and regulations adopted by the Association, to the same extent as the Owner.

3.10. Utility Easements. Public utilities serving the Subdivision and the Lots have been or will be installed in the Common Area, the Exclusive Use Common Area and the Lots within Subdivision for the use, benefit, and service of the Subdivision, the Lots, and all improvements thereon. A permanent, perpetual, and non-exclusive easement shall exist over, across and into

the Subdivision, the Lots, and all improvements upon the other items necessary for supplying light, heat, air conditioning, water, sewer, power, telephone, cable television, broadband and other utilities or means of communication to the Subdivision, the Lots and the improvements in the Subdivision. Any and all use of the said utility easements shall be in accordance with this Declaration.

3.11. Surface Water/Stormwater Management and Drainage Easement. An easement is hereby created over the Common Area and Exclusive Use Common Area in favor of the Declarant, the Association, Hillsborough County and SWFWMD, including their respective agents or other designees, for surface water drainage and for the installation, maintenance, and repair of the Surface Water Management Systems Facilities for the Subdivision; provided, however, that such easement shall be subject to improvements constructed within the Subdivision as permitted by controlling governmental authorities from time to time.

3.12. Public Easements. Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Area and Exclusive Use Common Area.

3.13. Declarant's Easement Over Lots. For so long as Declarant is the owner of any Lot, Declarant hereby reserves unto itself the right to grant an easement to itself or any other entity, over each such Lot owned by Declarant, for purposes of ingress and egress, landscaping, and installation or maintenance of any signage, fencing, drainage, utilities, cable or broadband services, telephone services, and electrical services.

3.14. Association's Right of Entry. The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Common Area, Exclusive Use Common Area, and any Lot for the purpose of fully and faithfully discharging the duties of the Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Subdivision as may reasonably be necessary for the Association to perform its services required and authorized hereunder, so long as none shall unreasonably interfere with the use of any Lot.

3.15. Access. Declarant reserves unto itself and its designees and hereby grants to the Association and all Owners, including their respective tenants, guests and invitees, perpetual, non-exclusive easements of ingress and egress over and across those portions of the Common area lying adjacent to and between the boundary lines(s) of the Lot(s) to and from dedicated rights of way.

3.16. Bulk Cable or Telecommunication Services. The Association may enter into bulk services contracts to provide cable television, broadband or other telecommunication services to the Lots. The expenses incurred under any such contracts shall be treated as an item of Common Expenses. Prior to turnover of control of the Association to the Class A Members, the Board may negotiate, enter into, amend, terminate, and renew such contracts without approval by the Class A Members. After turnover of control, the Class A Members may, by majority vote, determine to no longer authorize such bulk contracts or to impose or modify limits or conditions thereon, but no such vote shall affect any contract then in effect, unless such contract so

provides. The Board may request such Member vote, and shall provide for such vote if petitioned to do so by at least ten (10%) percent of the Class A Members. If the Class A Members vote not to authorize such bulk contracts or to impose or modify limits or conditions thereon, then thereafter the Board shall not enter into any contract or agreement which would be inconsistent with such action of the Class A Members without first obtaining approval by a majority of the Class A Members. With respect to cable television, broadband and other telecommunication services, the Association by majority vote of the Board may grant easements over the Common Areas and Exclusive Use Common Areas to allow providers to serve the Lots and Common Areas within the Subdivision, and may grant exclusive rights to provide specific services to such areas if the Board, in its business judgment, determines that such grant of exclusivity is in the best interest of the Owners.

3.17. Survival. Any and all easements, licenses, or other rights granted or reserved pursuant to this Article shall survive any termination of this Declaration.

ARTICLE IV ASSESSMENTS AND LIENS

4.1 Creation of the Lien and Personal Obligations for Assessments. The Owner of any Lot, except the Declarant, by acceptance of title thereto, whether or not it shall be so expressed in the deed or other conveying instrument, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges as hereinafter specified; (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; (3) emergency assessments as hereinafter specified; (4) special assessments imposed upon an individual Lot Owner for repair or maintenance necessitated by the willful or negligent act of the Owner, his family, or their guests, tenants, their invitees, their contractors, their employees, or their agents. All assessments, together with interest, costs and reasonable attorney's fees, including attorney's fees incurred in attempting to collect delinquent assessments whether suit is brought or not, shall run with the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and attorney's fees, shall also be the personal obligation of the Owner of such property at the time when the assessment was payable. The personal obligation for delinquent assessments shall pass to all successors in title. So long as Declarant holds title to any Lot, such Lot shall not be subject to assessment or lien by the Association.

4.2. Purpose of Assessments. The assessments levied by the Association shall be for the purpose of providing for (a) the maintenance, operation, repair and replacement of the Common Area, Exclusive Use Common Areas and any portion of the Lots, townhomes or landscaping which the Association is obligated to maintain and repair, (b) capital improvements to the Common Area and Exclusive Use Common Area; (c) insurance coverage as deemed necessary by the Association; (d) utility charges and deposits for the Common Area and Exclusive Use Common Area; (e) the promotion of the health, safety and welfare of the Members; (f) taxes on the Common Area and Exclusive Use Common Area; and (g) such other expenses incidental or necessary to the operation, maintenance, improvement and well being of the Subdivision.

4.3. Level of Assessments. Assessments imposed to pay Common Expenses arising from the maintenance, operation, repair and replacement of any portions of the Lots, townhomes, or landscaping which the Association is obligated to maintain and repair hereunder (hereinafter "Lot Related Common Expenses") shall be established at a non-uniform rate based on whether the townhome is originally developed with a garage or not. Owners of townhomes with garages shall pay (for each such Lot) 0.5933% of the Lot Related Common Expenses for the Subdivision. Owners of townhomes developed without garages shall pay (for each such Lot) 0.3947% of the Lot Related Common Expenses for the Subdivision. Other than assessments imposed to pay Lot Related Common Expenses, all assessments shall be imposed at a uniform rate for all participating Lots.

4.4. Guaranteed Level of Assessment. Notwithstanding anything to the contrary contained herein, Declarant shall guarantee the level of assessments for one year commencing upon the sale of the first Lot to an Owner. During said year, the annual assessments for each Lot shall not exceed \$ 350 per annum, exclusive of interest and costs resulting from a default of the provisions hereof, including late payment. Before the turnover of control of the Association to the Class A Members, Declarant shall pay any amount of Common Expenses incurred during said period and not produced by all assessments at the guaranteed level receivable from other Lot Owners.

4.5. Provision for Reserves. There shall be included as a part of the annual assessment described hereinabove sufficient funds to establish and build an adequate reserve fund for the periodic maintenance, repair and replacement of the improvements to the Common Area, Exclusive Use Common Area, and those portions of the Lots which the Association is obligated to maintain and repair.

4.6. Notice and Quorum for any Special Assessment. Written notice of any meeting called for the purpose of considering adoption of any special assessment shall be sent to all Members not less than fourteen (14) days nor more than sixty (60) days in advance of the meeting. The presence of Members, or of proxies, entitled to cast at least thirty percent (30%) of all votes of the Membership shall constitute a quorum for purposes of such meeting. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Special assessments may only be approved by a majority vote of the Board of Directors and a two-thirds (2/3) vote of all Members present (in person or by proxy) at the meeting and entitled to vote.

4.7. Emergency Assessments. The Association may also levy an emergency assessment at any time by a majority vote of the Board for the purpose of defraying, in whole or in part, the cost of any extraordinary or emergency matters that affect the Common Area, Exclusive Use Common Area, or Members, including, after depletion of any applicable reserves, any unexpected expenditures not provided for by the budget or unanticipated increase in the amounts budgeted. Such emergency assessments may be levied against all Lots to the extent the emergency relates to the entire Subdivision or certain Lots to the extent the emergency only impacts particular Lots within the Subdivision. Any emergency assessment shall be due and

payable at the time and in the manner specified by the Board.

4.8. Initial Contributions Upon Sale. Nothing contained in this Article IV shall prohibit or limit the right and power of the Association to require Owners, upon initial purchase of a Lot from Declarant, to pay to the Association an initial contribution for working capital, capital reserves, and insurance reserves of the Association. The Board, in its discretion, may establish an amount of initial contribution to be imposed on the Lots upon initial sale, which amount shall be due and payable upon close of escrow for each Lot. Each Owner's proportionate share of the aggregate initial contribution for the Subdivision shall be established in the same manner as general and special assessments pursuant to Paragraph 4.3 hereof.

4.9. Date of Commencement of Annual Assessments - Due Dates. The annual assessments provided for herein shall commence as to each Lot on the date such Lot is conveyed by the Declarant. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

4.10. Effect of Nonpayment of Assessments - Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall be considered delinquent and shall bear interest from the due date at the highest rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or lien and foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot. The lien provided in this Paragraph shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid at a foreclosure sale to acquire and hold, lease, mortgage and convey the same. Each Owner hereby expressly grants to the Association a power of sale in connection with such lien.

4.11. Subordination of the Lien to Mortgage. The lien for the assessments provided for herein shall be subordinate to the first lien of any Institutional Lender. Sale or transfer of any Lot shall not affect the assessment lien.

ARTICLE V RIGHTS AND DUTIES OF ASSOCIATION

5.1. Power. The Association shall have the powers enumerated in the Articles, Bylaws, in this Declaration and any Supplemental Declaration, and such other powers as necessary and proper to operate the Association and carry out the duties and responsibilities of the Association.

5.2. Duties. It shall be the duty and obligation of the Association to (a) keep the Common Area and Exclusive Use Common Area in a first class condition; (b) maintain and

operate the Subdivision and the Association pursuant to this Declaration, and Supplemental Declaration, and the Bylaws of the Association; and (c) perform such other duties and obligations imposed upon it by this Declaration, any Supplemental Declaration, and the Bylaws.

5.3. Exercise by Directors. The powers granted to the Association may be exercised by the Board, acting through the officers of the Association, without the consent of any Owner, except where the approval of an Owner or Owners is specifically required in the Governing Documents. The Board may from time to time create committees to exercise the powers of the Board (to the extent authorized by law) or to provide recommendations to the Board or the Association Membership.

5.4. Availability of Records and Other Documents. The Association shall make available to the Owners current copies of the Governing Documents of the Association, and the books, records, and financial statements of the Association. Such items shall be available to any of the described parties for inspection upon request during normal business hours or under other reasonable circumstances. Copies shall be provided for a nominal fee to reimburse the Association for any expense which may be incurred.

5.5. Association Insurance. The Association shall purchase and maintain insurance to provide the following described coverages:

- (a) Liability Insurance. Comprehensive general liability insurance coverage covering the Common Area, Exclusive Use Common Area, those portions of the townhome structures and Lots which the Association is obligated to maintain and repair, and public ways owned by the Association. Coverage under such policies may include, without limitation, legal liability of the insureds for property damage, bodily injuries and death of persons in connection with the operation, maintenance or use of such areas, and legal liability arising out of lawsuits related to employment contracts of the Association. Such coverage shall include, if available, a cross liability endorsement to cover liabilities of the Owners as a group or as an Association to an individual Owner. Insurance coverage maintained under this subparagraph shall have limits of liability of no less than one (1) million dollars per occurrence and two (2) million dollars aggregate per policy period.
- (b) Fidelity Bonds. Fidelity bonds shall be maintained by the Association for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. If the responsibility for the handling of funds has been delegated to a management agent, fidelity bonds shall be required for its officers, employees and agents handling or responsible for funds of, or administered on behalf of the Association. Such fidelity bond coverage shall be based upon best business judgment and shall not be less than the estimated maximum amount of funds, including reserve funds, in the custody of the Association or the management agents, as the case may be, at any given time during the term of each bond.

- (c) Casualty Insurance. Casualty insurance for all improvements to the Common Area, Exclusive Use Common Area, and those portions of the townhome structures and Lots which the Association is obligated to maintain and repair. Such coverage shall be sufficient to guarantee the full replacement cost thereof, which coverage may include extended coverage, vandalism, malicious mischief, windstorm, flood, and any other coverage deemed desirable by the Association. The Association shall re-evaluate annually the amounts of casualty coverage provided hereunder to assure, within the Association's business judgment, that the insurance maintained by the Association is sufficient to satisfy the insuring responsibilities as set forth in this subparagraph. The Association may not amend this subparagraph to reduce the level of casualty insurance required to be maintained for the Subdivision.
- (d) Directors' and Officers' Liability. The Board may obtain liability insurance insuring against personal loss for actions taken by Members of the Board or officers in the performance of their duties, such coverage to be of the type and amount determined by the Association.
- (e) Umbrella Coverage. To the extent the Association is obligated to obtain comprehensive general liability and casualty insurance under the provisions hereof, the Association shall also obtain umbrella insurance coverage with no less than a \$5 million dollar policy limit per policy period.

5.6. Premiums. Premiums for insurance policies purchased by the Association and any deductibles paid by the Association shall be treated as an item of Common Expenses. To the extent necessary to assure timely procurement and renewal of all such policies, the Owners each covenant and agree to pay to the Association working fund contributions for insurance premiums at such times as may be designated by the Board.

5.7. Owners' Insurance. The insurance requirements set forth in this Article shall not reduce or restrict the right and obligation of any Owner to obtain liability, casualty, umbrella, peril, or other insurance relating to such Owner's ownership, use, or occupation of his townhome or Lot. The expense for any insurance obtained by an Owner shall be the sole responsibility of such Owner; provided, however, that no insurance obtained by an Owner shall operate to decrease the amount which the Association may realize under any policy or cause the diminution or termination of such insurance coverage. Any insurance obtained by an Owner shall provide for a waiver of the insurer's right of subrogation against the Association and any other Owners.

5.8. Condemnation. The Association shall represent the Owners in any condemnation proceedings or in negotiation, settlements and agreements with the condemning authority for acquisition of the Common Area, Exclusive Use Common Area or any part thereof. Each Owner hereby appoints the Association as attorney-in-fact for such purpose. In the event of a taking or acquisition of part or all of the Common Area or Exclusive Use Common Area by a condemning

authority, the award of proceeds or settlement shall be payable to the Association for the use and benefit of the Owners and their mortgagees as their interests may appear. Such proceeds, if not utilized by the Association for the purpose of restoring or replacing the areas so condemned, shall be disbursed in equal shares to the Owners and their mortgagees, as their interests may appear. To the extent the condemned property includes Exclusive Use Common Area, any proceeds or settlement funds paid for the condemnation of such Exclusive Use Common Area shall only be disbursed for the use and benefit of the affected Owners (and their mortgagees).

ARTICLE VI ENFORCEMENT OF DEFAULTS

6.1. Defaults. Unless otherwise provided herein, in the event of a violation by any Owner (other than the nonpayment of any assessments or other monies) of any of the provisions of the Governing Documents or restrictions set forth by the Association, the Association shall notify the Owner of the violation by written notice. If the violation is not cured as soon as practicable, and in any event no later than seven (7) days after the receipt of the written notice, the Association may, at its option: (a) commence an action to enforce the performance on the part of the Owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or (b) commence an action to recover damages; and/or (c) take any and all action reasonably necessary to correct such violation.

6.2. Expenses. All expenses incurred by the Association in connection with the correction of any violation or the commencement of any action against any Owner, including administrative fees and costs and reasonable attorney's fees and disbursements, shall be a specific assessment assessed against the applicable Owner and shall be due upon written demand by the Association.

6.3. Late Fees. Any amount due to the Association pursuant to this Article that is not paid within fifteen (15) days of becoming due shall be subject to a late fee as set by the Board and shall bear interest at the applicable legal rate.

6.4. Rights Cumulative. All rights, remedies and privileges granted to the Association pursuant to the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association from exercising or pursuing additional remedies, rights or privileges as may be granted or as it might have by law.

6.5. Enforcement By or Against the Person. In addition to the foregoing, the Declaration may be enforced by the Declarant, the Association, or any Owner by any procedure at law or in equity against any person violating or attempting to violate any provision hereof, to restrain any violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created pursuant to the provisions hereof. The prevailing party in any such action shall be entitled to recover its reasonable attorney's fees and disbursements through the appellate level.

6.6. Certificate as to Default. Upon request by any Owner or mortgagee holding a mortgage encumbering any Lot, the Association shall execute and deliver a written certificate as to whether such Owner is in compliance with this Declaration.

ARTICLE VII ARCHITECTURAL REVIEW

7.1. Architectural Review Committee. There shall be an Architectural Review Committee consisting of not less than three (3) persons. Prior to turnover of control of the Association to the Class A Members, the Architectural Review Committee shall be the Board of Directors of the Association as appointed by the Class B Member. Upon turnover of control of the Association to the Class A Members, the Architectural Review Committee Members shall be annually appointed by the Board. In the event of any resignation or vacancy of an Architectural Review Committee Member appointed by the Class B Member, only the Class B Member may appoint a replacement. In the event of any resignation or vacancy after turnover of control of the Association to the Class A Members, the Board may appoint a replacement. Until a replacement has been made, the remaining Members shall exercise the Architectural Review Committee's authority.

7.2. Design Code. The Board may promulgate from time to time design and development guidelines, application and review procedures, building criteria, and other similar criteria for construction, installation, repair or maintenance of improvements throughout the Subdivision (hereinafter "Design Code"). Each Owner, by acceptance of title to a Lot, covenants to comply with the Design Code as such exists on the date of the purchase of such Lot. Subsequent amendments to the Design Code may be recommended by the Architectural Review Committee and approved by the Board, and shall thereafter be binding on all Lot Owners acquiring Ownership of a Lot subsequent to the date of such amendment.

7.3. Matters Subject to Review. Except for improvements constructed by Declarant, no construction, modification, alteration, landscaping or improvement of any nature whatsoever (except interior alterations not affecting the external structure or appearance of a residence) shall be undertaken on any Lot unless and until such shall have been approved in writing by the Architectural Review Committee.

7.4. Procedures.

- a) Preliminary Plan Review. Preliminary plans may be submitted to the Architectural Review Committee for conceptual approval prior to the required final approval as outlined in Subparagraph (b) below. Such preliminary plans may be in the form of rough drawings and/or sketches, and such other items as the Architectural Review Committee may deem appropriate.
- (b) Final Approval. Prior to receiving final approval, the applicant shall submit such plans and specifications as are required by the Architectural Review Committee. If the Architectural Review Committee fails to approve or disapprove the proposed improvements within sixty (60) days after receipt by the Committee of

all of the requested materials, then final approval shall be deemed to have been granted unless the applicant agrees in writing to an extension. The Architectural Review Committee shall have the right to charge a reasonable fee for its review of plans.

7.5. Basis for Decision. The Architectural Review Committee shall approve or disapprove the application in its discretion, based on the nature, kind, shape, height, materials and location of the proposed improvements, harmony with surrounding structures and topography, and other factors, including purely aesthetic considerations, which in the sole opinion of the Architectural Review Committee will affect the desirability or suitability of the construction. The Architectural Review Committee shall use the Design Code as a guide in making its decision; however, the Architectural Review Committee may grant variances from these standards based on architectural merit, necessity, or hardship. All decisions of the Architectural Review Committee to approve or deny proposed improvements shall be in writing. Any Owner adversely affected by a decision of the Architectural Review Committee may appeal the decision to the Board, which may, in its sole discretion, overturn the decision of the Architectural Review Committee by majority vote. Any such appeal must be submitted to the Board within ten (10) days of the date of the written decision of the Architectural Review Committee.

7.6. Construction. If final approval is given or deemed to be given, construction of the improvements applied for may be commenced, provided that all such construction is in accordance with the submitted plans and specifications. However, the Architectural Review Committee may require any Owner through Owner's contractor or subcontractor to post payment and/or performance bonds with the Association to insure compliance and completion of the final plans as approved. The requiring of such bond is at the sole and absolute discretion of the Architectural Review Committee. The Association shall have the right to enjoin any construction not in conformity with approved final plans and specifications and all other remedies at law or in equity.

7.7. Liability. No approval of plans and specifications and no publication of architectural standards shall be construed as representing or implying that such plans or specifications or standards will, if followed, result in properly constructed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that an improvement built in accordance therewith will be built in a good and workmanlike manner. Neither the Association nor the Architectural Review Committee shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to this Article.

ARTICLE VIII DAMAGE OR DESTRUCTION

8.1. The Role of the Board of Directors. Except as provided in Section 8.6, in the event of damages to or destruction of all or part of any Common Area or Exclusive Use Common Area, or other property covered by insurance written in the name of the Association, the Board shall arrange for and supervise the prompt repair and restoration of the damaged areas.

8.2. Estimate of Damage or Destruction. As soon as practicable after any casualty to any part of any Common Area, Exclusive Use Common Area, or other property covered by insurance written in the name of the Association, unless the damage or destruction from such casualty is minor, the Board shall obtain an estimate(s) that it deems reliable and complete for the costs of repair and reconstruction of that part of the property damaged or destroyed.

8.3. Repair and Reconstruction. As soon as practicable after the casualty occurs and any required estimates have been obtained, the Association shall diligently pursue to completion the repair and reconstruction of that part of the property damaged or destroyed. The Association, as attorney-in-fact for the Owners, may take all necessary or appropriate actions to effect repair and reconstruction, without the prior consent of any Owner. Assessments of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

8.4. Funds for Repair and Reconstruction. Subject to the provisions of Section 8.6 below, the proceeds received by the Association from any casualty insurance carried by such Association shall be used for the purpose of repair and reconstruction. If insurance proceeds are insufficient to pay the estimated or actual cost of such repair and reconstruction, the Association may levy, assess, and collect in advance from the Owners a special assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. The cost of repair and reconstruction in excess of insurance proceeds and reserves is a Common Expense.

8.5. Disbursement of Funds for Repair and Reconstruction. The insurance proceeds held by the Association and the amounts received from the special assessments provided for above constitute a fund for the payment of the costs of repair and reconstruction after casualty. Such fund shall be applied by the Association as attorney-in-fact for such reconstruction, and the improvements shall be promptly repaired and reconstructed. The Association shall have full authority, right, and power as attorney-in-fact to cause the repair and restoration of the improvements. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the special assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in proportion to the contributions each Owner made as special assessments, or if no special assessments were made, then in proportionate shares on the basis of the allocation to the Owners of Common Expenses, first to the mortgagees and then to the Owners, as their interests appear.

8.6. Decision Not to Rebuild. Any portion of the Subdivision for which insurance is required pursuant to the provisions of this Declaration which is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (a) The Association is terminated;
- (b) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;

- (c) Owners representing at least 80% of votes in the Association vote that the affected portions of the Subdivision will not be rebuilt;
- (d) Prior to the conveyance of a Lot to a person other than the Declarant, the holder of a mortgage on the damaged portion of the Subdivision rightfully demands all or a substantial part of the insurance proceeds.

If the entire Subdivision is not repaired or replaced, the insurance proceeds attributable to the damaged areas must be used to restore the damaged areas to a condition compatible with the remainder of the Subdivision.

8.7. Repairs. All repairs and reconstruction contemplated by this Article shall be performed substantially in accordance with this Declaration, the plat, and the original plans and specifications for the Subdivision, unless other action is approved by the Association in accordance with the requirements of this Declaration.

8.8. Notice of Damage or Destruction to First Mortgagees. If any portion of the Subdivision encompassing more than one Lot is substantially damaged or destroyed by fire or other casualty, then written notice of the damage or destruction shall be given by the Association to each Owner and first mortgagee, if any, of the affected Lots within a reasonable time following the event of casualty damage.

ARTICLE IX ADDITIONS TO THE PROPERTY

9.1. Additions to the Subdivision. The Declarant and the Association reserve the right to cause other real property, not now included within the Subdivision, to be added to the Subdivision. Upon addition, such additional real property thereafter shall be subject to the provisions of this Declaration and any applicable Supplemental Declaration.

9.2. Annexation Without Association Approval. The Declarant may from time to time, within twelve (12) years of the date of this Declaration, annex additional real property into the Subdivision by recording a Supplemental Declaration subjecting such property to the provisions hereof. To the extent that additional real property is made a part of the Subdivision, reference herein to the Subdivision shall be deemed to reference all of the additional property where such reference is intended to include property other than that legally described above. Additional lands annexed in accordance with the provisions hereof shall become subject to the provisions of this Declaration upon the recording of an amendment hereto or a Supplemental Declaration in the Official Records of Hillsborough County, Florida.

9.3. Other Annexation of Subdivision. Land, other than land annexed in accordance with Section 9.2, may be annexed to the Subdivision upon the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association. Such annexation shall become effective upon the recording of an amendment hereto or Supplemental Declaration in the Official Records of Hillsborough County, and all annexed property shall thereafter be subject to the provisions of

this Declaration upon such recording.

9.4. Platting. So long as there is a Class B Member, the Declarant shall be entitled at any time to plat and/or replat all or any part of the Subdivision and to file subdivision restrictions and amendments thereto with respect to any undeveloped portions of the Subdivision without the consent or approval of the Association or any Owner.

9.5. Withdrawal of Property. Declarant may withdraw portions of the Subdivision owned by Declarant from the terms and conditions of this Declaration. For purposes of this Declaration, the portion of the Subdivision withdrawn from the terms hereof shall be referred to as the "Withdrawn Property". In order to withdraw any portion of the Subdivision from the terms and conditions of this Declaration, Declarant shall record in the Official Records of Hillsborough County an instrument executed with the formalities of a deed, which instrument shall reference this Declaration, state that the purpose of the instrument is to withdraw the Withdrawn Property from the terms and conditions of this Declaration, and contain a legal description of the Withdrawn Property. Declarant shall have the right to withdraw portions of the Subdivision from the terms and conditions of this Declaration without the joinder, ratification or approval of the Association, any Owner, or any lienholder, provided that Declarant is the fee simple owner of the Withdrawn Property. Upon the withdrawal, the Withdrawn Property shall no longer be subject to the terms of this Declaration.

ARTICLE X GENERAL PROVISIONS

10.1. Amendment. Prior to turnover of control of the Association to the Class A Members, these covenants may be amended by the Class B Member without any consent of the Class A Members. Upon turnover of control, these covenants may be amended by an instrument approved by affirmative vote of not less than two-thirds (2/3) of the Class A Members present at the meeting and entitled to vote thereon. Such amendment shall be effective upon recording in the Official Records of Hillsborough County, Florida. However, so long as the Declarant is entitled to appoint at least one director to the Board, Declarant may amend this Declaration without the consent of any party for purposes of complying with any requirements of any governmental agency. Notwithstanding the foregoing, no amendment to this Declaration to the provisions relating to Surface Water Management System Facilities shall be effective without the written consent of the SWFWMD.

10.2. Assignment of Rights and Duties to the Association. The Declarant may at any time assign and delegate to the Association all or any portion of the Declarant's rights, title, interest, duties or obligations created by this Declaration. Wherever herein the Declarant or the Association or both are given the right, duty, or obligation to approve, enforce, waive, collect, sue, demand, give notice, or take any other action or grant any relief or perform any task, such action may be taken by the Declarant or the Association until such time as the Declarant or any successor Declarant is divested of its interest in any portion of the Subdivision, or has terminated its interest in any portion thereof, or the Declarant has assigned its rights, duties, and obligations hereunder to the Association. Thereafter, all rights, duties and obligations of the Declarant shall be administered solely by the Association in accordance with the procedures set forth herein and

in the Articles, and Bylaws.

10.3. Covenants to Run with the Title to the Land. This Declaration, as amended and supplemented from time to time, shall be deemed to run with the title to the any portion of the Subdivision and shall remain in full force and effect until terminated in accordance with provisions set out herein.

10.4. 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.

10.5. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for an initial term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless a majority of Members of the Association and at least sixty-seven percent (67%) of the holders of the first mortgages against Lots in the development decide that such covenants, conditions and restrictions shall abate. Any such decision, if made, shall be evidenced by an agreement in writing signed by a majority of the Members and by at least sixty-seven percent (67%) of the first mortgage holders, setting forth their decision, which document shall be effective when duly recorded in the Public Records of Hillsborough County, Florida.

10.6. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles and the Bylaws, and the Articles shall take precedence over the Bylaws.

10.7. Usage. Whenever used herein the singular shall include the plural and the plural shall include the singular, and the use of any gender shall include all genders.

10.8. Governing Law. The construction, validity, and enforcement of this Declaration shall be determined according to the laws of the State of Florida. Any action or suit brought in connection with this Declaration shall be filed in the Circuit Court in and for Hillsborough County, Florida.

10.9. HUD/VA Approval. As long as there is a Class B Member, and so long as the Department of Housing and Urban Development or the Veteran's Administration is holding, insuring, or guaranteeing any loan secured by property subject to this Declaration, the following actions will require the approval of the Department of Housing and Urban Development or the Veteran's Administration: annexation of additional properties; dedication of Common Area or Exclusive Use Common Area; and amendment of this Declaration.

Exclusive Use Common Area; and amendment of this Declaration.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date first written above.

Witnesses:

PULTE HOME CORPORATION:

Dawn J. Schwab
Signature
Dawn T Schwab
Printed Name

By: [Signature]
Timothy J. Murray
Title: Vice President

[Signature]
Signature
Imanda Stern
Printed Name

STATE OF FLORIDA
COUNTY OF Hillsborough

On this ___ day of October, 2006, before me, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Timothy J. Murray to me personally well known or who produced _____ as identification, who stated that he is a Vice President of Pulte Home Corporation, a Michigan corporation, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he has so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 4th day of October, 2006.



Kimberley J. Leamon
NOTARY PUBLIC
My Commission Expires:
Commission No.:

WESTPARK PRESERVE
(PLAT)

DESCRIPTION: A parcel of land lying in Section 13, Township 28 South, Range 17 East, Hillsborough County, Florida and being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of said Section 13, run thence along the South boundary of said Southeast 1/4 of Section 13, S.89°20'32"E., 333.96 feet to the Southwest corner of the East 1/2 of the West 1/2 of the Southwest 1/4 of said Southeast 1/4 of Section 13; thence along the West boundary of said East 1/2 of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 13, the following two (2) courses:

- 1) N.00°31'55"E., 549.25 feet to the **POINT OF BEGINNING**;
- 2) continue N.00°31'55"E., 779.24 feet to a point on the South boundary of the West 1/2 of the Northwest 1/4 of said Southeast 1/4 of Section 13; thence along said South boundary of the West 1/2 of the Northwest 1/4 of said Southeast 1/4 of Section 13, N.89°19'25"W., 331.76 feet to the Southwest corner of said Northwest 1/4 of the Southeast 1/4 of Section 13; thence along the West boundary of said Northwest 1/4 of the Southeast 1/4 of Section 13, N.00°36'03"E., 1327.30 feet to the Northwest corner of said Northwest 1/4 of the Southeast 1/4 of Section 13; thence along the North boundary of said Northwest 1/4 of the Southeast 1/4 of Section 13, the following two (2) courses:

- 1) S.89°17'40"E., 329.79 feet to the Southwest corner of INDIAN OAKS, according to the plat thereof as recorded in Plat Book 72, Page 28, of the Public Records of Hillsborough County, Florida;
- 2) along the South boundary of said INDIAN OAKS, continue S.89°17'40"E., 329.74 feet to the Northeast corner of the aforesaid West 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 13, said point also being the Northwest corner of HENDERSON ROAD SUBDIVISION UNIT No. 5, according to the plat thereof as recorded in Plat Book 49, Page 49, of the Public Records of Hillsborough County, Florida; thence along the East boundary of said West 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 13 and the West boundary of said HENDERSON ROAD SUBDIVISION UNIT No. 5, and also the West boundary of HENDERSON ROAD SUBDIVISION UNIT No. 4, according to the plat thereof as recorded in Plat Book 47, Page 59, of the Public Records of Hillsborough County, Florida, S.00°25'43"W., 1326.98 feet to the Northwest corner of the West 1/2 of the East 1/2 of the aforesaid Southwest 1/4 of the Southeast 1/4 of Section 13 and the Southwest corner of said HENDERSON ROAD SUBDIVISION UNIT No. 4; thence along the North boundary of said West 1/2 of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 13 and the South boundary of said HENDERSON ROAD SUBDIVISION UNIT No. 4, S.89°17'03"E., 331.67 feet to the Northeast corner of said West

1/2 of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 13; thence along the East boundary of said West 1/2 of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 13, S.00°20'16"W., 771.16 feet; thence WEST, 165.15 feet to a point on a curve; thence Southwesterly, 214.45 feet along the arc of a curve to the right having a radius of 225.00 feet and a central angle of 54°36'31" (chord bearing S.33°41'44"W., 206.42 feet) to a point of tangency; thence S.61°00'00"W., 92.16 feet to a point of curvature; thence Southerly, 127.06 feet along the arc of a curve to the left having a radius of 75.00 feet and a central angle of 97°04'04" (chord bearing S.12°27'58"W., 112.40 feet); thence S.00°48'08"W., 173.03 feet to a point on a curve on the Northerly right-of-way line of LINEBAUGH AVENUE, as recorded in Official Records Book 8118, Page 0365, of the Public Records of Hillsborough County, Florida; thence along said Northerly right-of-way line, Westerly, 80.00 feet along the arc of a curve to the right having a radius of 11368.91 feet and a central angle of 00°24'12" (chord bearing N.88°36'32"W., 80.00 feet); thence N.00°48'08"E., 177.38 feet; thence N.15°44'29"E., 74.58 feet to a point of curvature; thence Northeasterly, 98.74 feet along the arc of a curve to the right having a radius of 125.00 feet and a central angle of 45°15'31" (chord bearing N.38°22'14"E., 96.19 feet) to a point of tangency; thence N.61°00'00"E., 92.16 feet to a point of curvature; thence Northeasterly, 161.18 feet along the arc of a curve to the left having a radius of 175.00 feet and a central angle of 52°46'17" (chord bearing N.34°36'52"E., 155.54 feet); thence WEST, 450.52 feet to the **POINT OF BEGINNING**.

Containing 32.812 acres, more or less.

PHC-LB-013

P:\PULTELINEBAUGH\LEGAL\PULTE-LINE-P

WFS

May 03, 2006

**BYLAWS OF
WESTPARK PRESERVE HOMEOWNER'S ASSOCIATION, INC.**

A corporation not for profit organized
under the laws of the State of Florida

1. Identity. These are the Bylaws for WESTPARK PRESERVE HOMEOWNER'S ASSOCIATION, INC. (the "Association"), a corporation not for profit organized under the laws of the State of Florida, for the purpose of administering that certain subdivision located in Hillsborough County, Florida, known as WESTPARK PRESERVE (the "Subdivision").
 - 1.1 Principal Office. The principal office of the Association shall be at 3810 Northdale Boulevard, Suite 100, Tampa, Florida 33624 or such other place as may be subsequently designated by the Board of Directors of the Association (hereinafter "Board"). Notwithstanding the foregoing, all books and records of the Association shall be kept within the Subdivision.
 - 1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.
 - 1.3 Seal. The seal of the Association shall bear the name of corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.
2. Definitions. For convenience, these Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these Bylaws shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Conditions and Restrictions for the Subdivision (hereinafter "Declaration"), unless stated to the contrary herein or unless the context otherwise requires.
3. Membership.
 - 3.1 Qualifications. The qualification of Members, the manner of their admission to membership, changes in membership and the termination of such membership shall be as set forth in the Declaration and the Articles.
 - 3.2 Membership Roll. The Secretary of the Association shall maintain a register showing the names and addresses of the Members. Each Member shall promptly notify the Secretary in writing of any change of address of the Member or any change of ownership of the Member's Lot. The Association shall not be responsible for reflecting any changes until properly notified of such change, and all notices sent to the Member of record for a Lot at the address on file with the Association shall be deemed proper notice to such Member irrespective of whether such notice is actually received.

4. Membership Meetings.

4.1 Annual Meeting. The annual Members' meeting shall be held on the date and at the time and place determined by the Board (weekends and legal holidays excluded); provided that there shall be an annual meeting every calendar year and, to the extent possible, such meeting shall take place no later than thirteen (13) months after the last preceding annual meeting. The purpose of the annual meeting shall be, unless otherwise provided herein, to elect Members of the Board of Directors of the Association ("Directors") and to transact any other business authorized to be transacted by the Members.

4.2 Special Meetings. Special meetings of the Members shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board. Special meetings of the Members must be called by the President or Secretary upon receipt of a written request from a majority of the Members. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Special meetings may also be called by Members in the manner provided for in Chapter 720.301 et seq., Florida Statutes.

4.3 Notice of Meeting; Waiver of Notice. The President or Secretary shall provide notice to the Members of all meetings of Members, stating the time and place, the purpose(s) for which the meeting is called, and an identification of agenda items to be considered at the meeting. A copy of the notice shall be posted at a conspicuous place within the Subdivision as designated by the Board. In addition, with respect to annual meetings, the notice of meeting shall be hand delivered or sent by mail to each Member, unless the Member waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting.

Notice of specific meetings may be waived before or after the meeting, and the attendance of any Member (or person authorized to vote for such Member) shall constitute such Member's waiver of notice of such meeting, except when the Member (or his authorized representative) attends for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or noticed.

An officer of the Association shall provide an affidavit, to be included in the Association records, affirming that the meeting notices were mailed or hand delivered in accordance with this Section to each Member at the address last furnished to the Association. No other proof of notice shall be required.

4.4 Quorum. A quorum at Members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least ten (10%) percent

of the total voting interests. If a quorum is not attained at any meeting, the Members entitled to vote at the meeting may adjourn such meeting from time to time without notice until a quorum is present.

4.5 Voting.

(a) Number of Votes. In any meeting of Members, the Members shall be entitled to cast one vote for each Lot owned. The vote of a Lot shall not be divisible. If a Lot is owned by one person, his right to vote shall be established by the roster of Members. If a Lot is owned by more than one person, those persons (including husbands and wives) shall decide among themselves who shall cast the vote for the Lot. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Lot shall be presumed to have the authority to do so unless the President or the Board is otherwise notified in writing prior to such vote.

(b) Majority Vote. If a quorum is attained at a meeting of Members, the acts approved by a majority of the Members present in person or by proxy at the meeting shall be binding upon all Members for all purposes, except where otherwise provided by law, the Declaration, the Articles or these Bylaws. Similarly, unless specifically stated to the contrary, if some greater percentage of Members is required in the Governing Documents to approve any action of the Members, it shall mean such greater percentage of the votes of Members present at a meeting at which a quorum is attained.

4.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which it is originally given and any lawfully adjourned meetings thereof. No proxy shall be valid for more than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, and signed by the Member authorized to cast the vote for the Lot. A proxy shall automatically terminate upon conveyance by a Member of his Lot.

4.7 Organization. At each Members' meeting, the President, or in his absence, the Vice President, shall act as Chairman of the meeting. The Secretary, or in his absence, any person appointed by the Chairman of that meeting, shall act as Secretary for that meeting.

4.8 Order of Business. If a quorum has been attained, the order of business at annual Members' meetings and, if applicable, at other Members' meeting, shall be:

- (a) Call to order by Chairman;
- (b) Proof of notice of the meeting or waiver of notice;

- (c) Reading and approval of minutes;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Appointment of inspectors of election;
- (g) Determination of number of Directors to be elected;
- (h) Election of Directors;
- (i) Unfinished business;
- (j) New Business;
- (k) Adjournment.

The Chairman may modify or waive such order of business.

- 4.9 Minutes of Meeting. Minutes of all Members' meetings shall be kept in a book available for inspection by Members or their authorized representatives and the Board. The Association shall retain meeting minutes for a period of not less than (7) seven years.
- 4.10 Action Without A Meeting. Any action which may be taken at any annual or special meeting of Members may be taken without a vote if a consent in writing, setting forth the action to be taken, is signed by a majority of all Members (or such greater percentage as may be required by the Governing Documents) or their authorized representatives. Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the authorized action.

5. Board of Directors.

- 5.1 Membership. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than seven (7) Directors. Directors, other than designees of the Class B Member, must be Members. The initial Board shall consist of the three (3) Directors designated in the Articles.
- 5.2 Board Membership Prior To Turnover of Control. Prior to turnover of control of the Association to the Class A Members, the Class B Member shall have complete discretion in appointing the Directors. Such Directors shall serve at the pleasure of the Class B Member. No Directors appointed by the Class B Member shall be subject to removal by the Class A Members. Directors appointed by the Class B

Member may be appointed without a meeting of the Class A Members.

5.3 Election of Directors. At the first annual meeting of the Members following the turnover of control of the Association to the Class A Members, Directors elected by the Class A Members shall be elected as follows:

- (a) Election of Directors shall be held at the annual Members' meeting, unless otherwise provided herein. At least twenty percent (20%) of the eligible voters must cast a ballot for an election to be valid.
- (b) Nominations of candidates for election to the Board shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a Chairman, who shall be a Director, and two or more Members. The nominating committee shall be appointed by the Board before each annual meeting of the Members. The nominating committee shall make as many nominations for election to the Board as it determines, in its sole discretion, but the number of nominations shall not be less than the number of vacancies that are to be filled on the Board.
- (c) Notwithstanding subparagraph (b), above, after turnover of control of the Association to the Class A Members, and so long as the Declarant owns at least five percent (5%) of the Lots in all phases to be developed within the Subdivision, Declarant shall be entitled to appoint one (1) Director to the Board. Upon appointment, such Director shall serve at the pleasure of the Declarant and shall not be subject to removal by the Class A Members.
- (d) Elections shall be conducted by use of secret written ballots. At the election, the Members may cast, as to each vacancy on the Board, as many votes as they are entitled to exercise under the Declaration. Members or their authorized representatives must vote in person at a meeting or by a ballot such person personally casts and delivers to the Secretary of the Association before or at the meeting. The nominees receiving the largest number of votes shall be elected. Cumulative voting is prohibited.

5.4 Vacancies. Unless otherwise provided herein, vacancies in the Board occurring between annual meetings of Members shall be filled by a majority vote of the remaining Directors, provided that all vacancies in directorships to which Directors were appointed by the Class B Member or Declarant shall be filled by the Class B Member or Declarant (as the case may be) without the necessity of a meeting.

5.5 Recalls/Resignation. Any Director elected by the Class A Members may be recalled with or without cause by a majority of the votes of the Class A Members at a special meeting called for that purpose (which shall be called upon the demand of ten percent (10%) or more of the voting interests of the Class A

Members); by written agreement signed by a majority of the Class A Members; or by written ballot without a membership meeting. All recalls of Directors shall be conducted in accordance with Section 720.303(10), Florida Statutes. If a vacancy occurs on the Board as a result of a recall and less than a majority of the Board is removed, then the vacancy shall be filled by the affirmative vote of a majority of the remaining Directors. If vacancies occur on the Board as a result of a recall and a majority of the Directors is removed, the vacancies shall be filled by Members voting in favor of the recall; provided, however, if such removal is approved at a meeting, any vacancies shall be filled by the Members in attendance at such meeting. The conveyance of all Lots owned by a Director in the Subdivision (other than appointees of the Class B Member and Declarant) shall constitute the resignation of such Director from the Board and any offices which the Member holds.

- 5.6 Inability to Establish Quorum. If, due to a vacancy on the Board, the Directors cannot obtain a quorum in accordance with these Bylaws, any Member may apply to the Circuit Court within whose jurisdiction the Subdivision lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days before applying to the Circuit Court for such purpose, the Member shall mail to the Association and post in a conspicuous place within the Subdivision, as designated by the Board, a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ies), the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Bylaws.
- 5.7 Term. The term of each Director's service shall extend until the next annual meeting of the Members and subsequently until his successor is duly elected and has taken office, unless he is removed in manner herein provided or he resigns; except that the term of each Director's service for Directors elected at the first annual meeting after control of the Association has been turned over by the Class B Member shall extend from such meeting until the next annual meeting of the Members and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner provided herein or he resigns. Upon turnover of control of the Association to the Class A Members, the Board may provide for staggered terms of service; however, any decision by the Board to provide for staggered terms shall not become effective until the following annual meeting at which Directors are elected. Such resolution shall set forth the method by which the terms will be staggered and the procedures for electing Directors to the terms thus established.
- 5.8 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be conducted within ten (10) days of their election or

appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to the Board of the organizational meeting shall be necessary.

- 5.9 Regular Meetings. Regular meetings of the Board shall be held at such date, time, and place as determined by the Board. Notice of regular meetings shall be given to each Director personally or by mail, telephone, or facsimile and shall be transmitted at least three (3) days before the meeting. Regular meetings of the Board shall be open to all Members, and notice to the Members of such meetings shall be posted conspicuously at a location designated by the Board within the Subdivision at least forty-eight (48) hours in advance of the meeting, except in an emergency. Members have the right to participate at all such meetings as to all designated agenda items, subject to reasonable rules established by the Board governing the conduct of meetings.
- 5.10 Special Meetings. Special meetings of the Board may be called by the President and must be called by the President or Secretary at the written request of a majority of the Board. Notice of such meetings shall be given to each Director personally or by mail, telephone or facsimile, which notice shall state the time, place and purpose of the meeting. The notice shall be transmitted not less than three (3) days before the special meeting. Special meetings of the Board shall be open to all Members and notice to the Members of a special meeting shall be posted conspicuously within the Subdivision at least forty-eight (48) hours before the meeting, except in an emergency. Notwithstanding the foregoing, for any meeting at which increased special assessments, new special assessments, or rules regulating the use of Lots will be proposed, discussed, or approved, written notice shall be mailed or delivered to the Members and posted conspicuously within the Subdivision at least fourteen (14) days before the meeting. Evidence of compliance with this notice requirement shall be made by an affidavit executed by the Secretary and filed among the official records of the Association.
- 5.11 Notice of Meetings. The Board shall designate a specific location within the Subdivision upon which all notices of meetings of the Board or Members shall be posted. The Board shall notify the Members of such location upon designation.
- 5.12 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 5.13 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board. The acts approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Directors is specifically required by the

Governing Documents.

- 5.14 Adjourned Meetings. If, at any proposed meeting of the Board, there is less than a quorum present, the majority of the Directors present may adjourn the meeting until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that could have legally been transacted at the meeting as originally called may be transacted at the rescheduled meeting as provided in the notice.
- 5.15 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action made at a prior meeting by approval of the minutes of such meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of establishing a quorum.
- 5.16 Presiding Officer. The presiding officer at the Directors' meetings shall be the President, unless the President designates another officer to preside over the meeting. The initial officers of the Association shall be set by the Articles.
- 5.17 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:
- (a) Proof of due notice of meeting;
 - (b) Reading and disposal of any unapproved minutes;
 - (c) Reports of officers and committees;
 - (d) Election of officers;
 - (e) Unfinished business;
 - (f) New business;
 - (g) Adjournment.

The presiding officer at the Board meeting may waive or modify the above order of business.

- 5.18 Minutes of Meetings. The minutes of all meetings of the Board shall be kept in a book available for inspection at any reasonable time by Members, Directors, or their authorized representatives. The Association shall retain all meeting minutes for a period of not less than seven (7) years.
- 5.19 Executive Committee; Other Committees. The Board may appoint an Executive Committee consisting of three (3) or more Directors. To the extent authorized by

the resolution creating such committee and by applicable law, such Executive Committee may exercise all of the powers of the Board in management of the business and affairs of the Association during the period between the meetings of the Board, except that the Executive Committee shall not determine the Common Expenses of the Association or the assessments payable by the Members.

The Board may create such other committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Committees shall exercise only such authority as granted by the Board by resolution or by the Declaration or Articles; provided, however, that the Board may, in the exercise of its reasonable discretion, elect not to follow a committee's advice on any matter unless the Declaration, Articles, or resolution creating such Committee states otherwise.

Notwithstanding the foregoing, the Board shall appoint the following committees:

- (a) A Parking Committee to advise the Board concerning parking related issues within the Subdivision;
- (b) An Enforcement Committee to advise the Board concerning issues relating to enforcement of the Governing Documents and any rules and regulations adopted by the Association;
- (c) A Rules and Regulations Committee to advise the Board concerning the rules and regulations applicable to the Subdivision, including any proposed modifications or additions thereto;
- (d) A Landscape Committee to advise the Board concerning landscaping issues within the Subdivision;
- (e) An Architectural Review Committee which shall have the powers and functions as set forth in the Declaration; and
- (f) A Nominating Committee which shall have the powers and functions as set forth above.

5.20 Proviso. Notwithstanding anything to the contrary contained in herein, the Board shall consist of three (3) Directors during the period that the Class B Member is entitled to appoint a majority of the Directors. The Class B Member shall have the right to appoint all of the Directors of the Board until Class A Members, other than Declarant, own ninety (90%) percent or more of the Lots that will be governed by the Association, at which time the Class A Members other than the Declarant shall be entitled to elect a majority of the Board.

The Class B Member may turn over control of the Association to the Class A Members before such dates in its sole discretion by causing all of the Class B

appointed Directors to resign, whereupon the Class A Members, other than Declarant, shall have the affirmative obligation of electing Directors and assuming control of the Association; provided, however, that the Class B Member shall give the Class A Members at least sixty (60) days' written notice of its decision to cause its appointees to resign before the Class A Members must assume control of the Association. If the Class B Member elects to voluntarily turnover control of the Association to the Class A Members, the Class B Member shall promptly deliver to the Association the items described in Section 5.21, hereof. Neither the Class B Member, nor its appointees, shall be liable in any way for such resignations even if the Class A Members fail or refuse to assume control of the Association.

- 5.21 Turnover of Control. Not less than ninety (90) days after the Class A Members (other than the Declarant) are entitled to elect a majority of the Board, the Association shall call a Members meeting to take such actions as are necessary to assume control of the Association. Notice of the meeting shall be provided in writing no less than fourteen (14) days in advance of the meeting. The meeting may be called and notice given by any Member if the Association fails to do so.

Within ninety (90) days after the Class A Members other than Declarant are entitled to elect a majority of the Board, the Class B Member shall relinquish control of the Association and shall deliver to the Association all property of the of the Association held or controlled by the Class B Member, including, but not limited to, the following items, if applicable:

- (a) All deeds to common property owned by the Association.
- (b) The original of the Association's Declarations of Covenants and Restrictions.
- (c) A certified copy of the Articles of Incorporation of the Association.
- (d) A copy of the Bylaws.
- (e) The minute books, including all minutes.
- (f) The books and records of the Association.
- (g) Policies, rules and regulations, if any, which have been adopted.
- (h) Resignations of Directors who are required to resign because the Declarant is required to relinquish control of the Association.
- (i) The financial records of the Association from the date of incorporation through the date of turnover.

- (j) All Association funds and control thereof.
- (k) All tangible property of the Association.
- (l) A copy of all contracts which may be in force with the Association as one of the parties.
- (m) A list of the names and addresses and telephone numbers of all contractors, subcontractors, or others in the current employ of the Association.
- (n) Any and all insurance policies in effect.
- (o) Any permits issued to the Association by government entities.
- (p) Any and all warranties in effect.
- (q) A roster of current homeowners and their addresses and telephone numbers and section and lot numbers.
- (r) Employment and service contracts in effect.
- (s) All other contracts in effect to which the Association is a party.

6. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association, and may take all acts, through the proper offices of the Association, in exercising such powers, except those acts which by law or the Governing Documents may not be delegated by the Members to the Board. Such powers and duties of the Board shall include, without limitation the following:

- 6.1 Operating and maintaining the Common Areas.
- 6.2 Determining the expenses required for the operation of the Subdivision and the Association, and adopting a budget(s) and fixing assessments to provide for such expenses.
- 6.3 Adopting rules and regulations concerning the operation and use of the properties within the Subdivision.
- 6.4 Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
- 6.5 Obtaining and reviewing insurance for the Subdivision.
- 6.6 Making repairs, additions and improvements to, or alterations of, the Common Areas, Exclusive Use Common Areas and repairs to and restoration of those areas

of the Subdivision that the Association is obligated to maintain and repair.

- 6.7 Enforcing obligations of the Members.
- 6.8 Allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Subdivision.
- 6.9 Levying fines against Members for violations of the rules and regulations established by the Association to govern the conduct of such Members. No fine shall exceed \$100.00 per incident (or such greater amount as may be permitted by law from time to time) nor may any fine be levied except after giving notice at least fourteen (14) days to the Member sought to be fined and opportunity for such Member to be heard and, if applicable, his tenant, licensee or invitee in accordance with § 720.305(2), Florida Statutes.
- 6.10 Exercising any other power enumerated in Chapters 617 or 720, Florida Statutes, as may be amended, or in the Declaration or in the Articles.

7. Officers.

- 7.1 Executive Officers. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board and who may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board may elect other officers and designate their powers and duties as it deems necessary to manage the affairs of the Association. Officers, other than designees of the Class B Member, must be Members.
- 7.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 7.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise other powers and perform such other duties as are incident to the office of the vice-president of an association and as may be required by the Board or the President.
- 7.4 Secretary. The Secretary shall maintain the minutes of all proceedings of the Directors and the Members. He shall provide and maintain all notices required by law and as required hereunder. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall maintain the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Board or the President.

- 7.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidence of indebtedness. He shall maintain the books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board for examination at reasonable times. He shall submit a treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Board or the President. All monies and other valuable effects of the Association shall be maintained for the benefit of the Association in such depositories as may be designated by the Board.
- 7.6 Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Subdivision or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.
- 7.7 Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its acceptance by the Board unless a later date is specified in the resignation, in which event the resignation shall be effective from such date. Except with respect to Directors or officers appointed by the Class B Member or Declarant, the conveyance of all Lots owned by any Director or officer shall constitute a written resignation of such Director or officer.
8. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:
- 8.1 Budget/Adoption by Board. The Board shall adopt a budget for each fiscal year.
- 8.2 Assessments. Assessments shall be made annually for the following year. Assessments shall be due in equal installments, either monthly or quarterly, as determined by the Board. Such assessments shall be payable on the first day of the month for which they are due or the first month of the quarter, as applicable. Such assessments shall be in default if not paid on or before the tenth (10th) day of the month in which they are due. If assessments are not re-determined annually, assessments shall be presumed to have been determined and established in the amount of the prior year's assessments. If the annual assessments prove to be insufficient, then the budget and assessments may be amended at any time by the Board. Unpaid assessments for the remaining portion of the fiscal year for which amended assessments are made shall be payable in as many equal installments as there are full months of the fiscal year remaining as of the date of the amended assessments. Such monthly installments shall commence at least

thirty (30) days after adoption of the amended assessments and shall be due the first day of every month thereafter until paid in full.

- 8.3 Special Assessments and Emergency Assessments. Special Assessments and Emergency Assessments shall be levied as provided in the Declaration and shall be paid in such manner as the Board may require in the notice of such assessments.
- 8.4 Depository. All monies of the Association shall be deposited in a bank(s) located in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from Association accounts shall be made only by checks signed by such person(s) as are authorized by the Board. All sums collected by the Association from assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund as determined by the Board.
- 8.5 Acceleration of Installments Upon Default. If a Member is in default in the payment of his assessments, the Board or its agent may accelerate the assessments due for the balance of the budget year and file a claim of lien therefor, and the then unpaid balance of the assessments for the balance of the year shall be due upon the date stated in the lien.
- 8.7 Penalties For Default. If a Member is in Default in the payment of his assessments, such Member shall incur a penalty of ten dollars (\$10) per month for each month he is in default in the payment of his assessments.
9. Indemnification of Officers, Directors or Agents. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Association, against expenses (including attorneys' fees through the appellate level), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or plea of no contest or its equivalent shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association or (with respect to any criminal action or proceeding) that he had no reasonable cause to believe that his conduct was lawful.

If a Director, officer, employee or agent of the Association is entitled to indemnification by the Association pursuant to this Section, he shall also be indemnified against expenses (including attorneys' fees through the appellate level) actually and reasonably incurred by him in connection therewith.

The indemnification provided by this Section shall not be exclusive of any other rights to which those seeking indemnification may be entitled. As to actions taken in an official capacity while holding office, the indemnification provided by this Section shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of his heirs, executors and administrators.

The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Section.

10. Roster of Members. Each Member shall file with the Association a copy of the deed or other instrument showing his ownership of his Lot. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of a change in ownership of a Lot or the inaccuracy of the ownership information provided with respect to a Lot.
11. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Governing Documents.
12. Amendments. Except as provided or prohibited in the Articles or the Declaration, these Bylaws may be amended as follows:
 - 12.1 Notice. Notice of the proposed amendment to the Bylaws shall be included in the notice of a meeting at which a proposed amendment is to be considered. Such notice shall be provided no less than one (1) week before any meeting at which such amendment is to be considered.
 - 12.2 Adoption. Amendments to the Bylaws must be approved as follows:
 - (a) By Class B Member. Prior to turnover of control of the Association to the Class A Members, the Class B Member unilaterally may amend these Bylaws. Thereafter, the Declarant may unilaterally amend these Bylaws at any time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any Institutional Lender, purchaser, insurer, or guarantor of mortgage loans to make, purchase, insure, or guarantee mortgage loans on Lots; or (iii) to enable any title insurance company to issue title insurance for any Lot or other property within the Subdivision.
 - (b) By the Board. Except as provided above, the Bylaws may be amended only by the affirmative vote or written consent of a majority of the Board

at an annual meeting, with or without notice, or at any special meeting called for such purpose with at least seven (7) days advance notice to the Members. Notwithstanding the foregoing, the percentage of votes necessary to amend a specific clause hereof shall be the same as the prescribed percentage of affirmative votes required for action to be taken under such clause.

12.3 Proviso. No amendment to these Bylaws may eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Declarant or mortgagees of Lots without the consent of said Declarant or mortgagees (as the case may be). No amendment to these Bylaws shall conflict with the Articles or Declaration. The Department of Housing and Urban Development or the Veteran's Administration shall have the right to veto amendments while the Class B Membership exists. No amendment to this Section shall be valid.

12.4 Execution and Recording. A copy of each amendment to the Bylaws shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Treasurer of the Association or by the Class B Member alone if the amendment has been adopted consistent with the provisions hereof allowing such action by the Class B Member. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Official Records of Hillsborough County, Florida.

13. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

14. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

The foregoing was adopted as the Bylaws of WESTPARK PRESERVE HOMEOWNER'S ASSOCIATION, INC., a corporation not for profit, on the 4th day of October, 2006.



Imanda Stern, President



Brian Mihelich, Secretary



FLORIDA DEPARTMENT OF STATE
Division of Corporations

August 15, 2006

BECKY EMERSON
123 SOUTH CALHOUN ST
TALLAHASSEE, FL 32301

The Articles of Incorporation for WESTPARK PRESERVE HOMEOWNER'S ASSOCIATION, INC. were filed on August 15, 2006 and assigned document number N06000008580. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

PLEASE NOTE: Compliance with the following procedures is essential to maintaining your corporate status. Failure to do so may result in dissolution of your corporation.

A corporation annual report must be filed with this office between January 1 and May 1 of each year beginning with the calendar year following the year of the filing/effective date noted above and each year thereafter. Failure to file the annual report on time may result in administrative dissolution of your corporation.

A federal employer identification (FEI) number must be shown on the annual report form prior to its filing with this office. Contact the Internal Revenue Service to insure that you receive the FEI number in time to file the annual report. To obtain a FEI number, contact the IRS at 1-800-829-3676 and request form SS-4 or by going to their website at www.irs.ustreas.gov.

Should your corporate mailing address change, you must notify this office in writing, to insure important mailings such as the annual report notices reach you.

Should you have any questions regarding corporations, please contact this office at the address given below.

Dale White, Document Specialist
New Filing Section

Letter Number: 106A00050349

State of Florida



Department of State

I certify from the records of this office that WESTPARK PRESERVE HOMEOWNER'S ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on August 15, 2006.

The document number of this corporation is N06000008580.

I further certify that said corporation has paid all fees due this office through December 31, 2006, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fifteenth day of August, 2006



CR2EO22 (01-06)

Sue M. Cobb
Sue M. Cobb
Secretary of State

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of WESTPARK PRESERVE HOMEOWNER'S ASSOCIATION, INC., a Florida corporation, filed on August 15, 2006, as shown by the records of this office.

The document number of this corporation is N06000008580.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fifteenth day of August, 2006



CR2EO22 (01-06)

Sue M. Cobb
Sue M. Cobb
Secretary of State

FILED

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**ARTICLES OF INCORPORATION
OF
WESTPARK PRESERVE HOMEOWNER'S ASSOCIATION, INC.
A CORPORATION NOT-FOR-PROFIT**

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Chapter 617, Florida Statutes, the undersigned, desiring to form a corporation not for profit under the laws of the State of Florida, hereby executes and adopts the following Articles of Incorporation (hereinafter "Articles").

**ARTICLE I
NAME AND PRINCIPAL OFFICE**

The name of this Association shall be Westpark Preserve Homeowner's Association, Inc., a corporation not-for-profit organized under Chapter 617, Fla. Stat. (hereinafter "Association"). The principal office of the Association shall be located at 3810 Northdale Boulevard, Suite 100, Tampa, Florida 33624, or at such other place as may be designated from time to time by the Board of Directors.

**ARTICLE II
PURPOSE**

The purposes of the Association are and shall be to maintain common properties owned by the Association within the Westpark Preserve subdivision, being certain real property being developed by Pulte Home Corporation (hereinafter "Developer") in Hillsborough County, Florida (hereinafter "Subdivision"); to promote and protect the peace, quiet, happiness and standards of living of persons residing in the Subdivision; to promote and protect values of real estate situated in the aforesaid area; to foster and advance civic interest among residents of the Subdivision; to enforce restrictive covenants; to represent the residents of the Subdivision in matters of common interest which require organizational representation; to sponsor improvement projects in the Subdivision; to address community problems, such as school transportation, drainage problems and beautification; to provide and maintain such services, facilities and improvements as are deemed necessary by the Association and the Subdivision residents; to provide recreational facilities for the enjoyment of residents; to prescribe rules and regulations and to provide for the enforcement thereof for the use and enjoyment of all properties within the Subdivision; to preserve and enhance the natural beauty of the area; and to take such other or further actions as are authorized by law and necessary for purposes of advancing the interests of the Association and its members.

ARTICLE III POWERS

The powers of the Association shall include and be governed by the following:

3.1 The Association shall have all of the common law and statutory powers granted to it under Florida law, as the same may be amended or supplemented from time to time, which are not in conflict with the terms set forth in these Articles.

3.2 The Association shall have all of the powers reasonably necessary to exercise its rights and powers and implement its purposes, including, without limitation:

- (a) The power to fix, levy and collect assessments against all legal lots or parcels platted or to be platted within the Subdivision (hereinafter "Lots").
- (b) The power to levy and collect assessments for the costs of maintenance and operation of the common properties of the Association.
- (c) The power to use monies collected to pay the expenses of the Association.
- (d) The power to manage, control, operate, maintain, repair and improve common properties of the Association.
- (e) The power to purchase supplies, material and lease equipment required for maintenance, repair, replacement, operation and management of the common properties of the Association.
- (f) The power to insure and keep insured the common properties of the Association.
- (g) The power to employ the personnel required for the operation and management of the Association and the common properties.
- (h) The power to pay utility bills for utilities serving the common properties of the Association.
- (i) The power to pay all taxes and assessments which are liens against the common properties of the Association.
- (j) The power to establish and maintain a reserve fund for capital improvements, repairs, and replacements.
- (k) The power to control and regulate the use of properties within the Subdivision.

- (l) The power to make reasonable rules and regulations and to amend the same from time to time.
- (m) The power to enforce by any legal means the provisions of these Articles, the bylaws duly adopted by the Association (hereinafter "Bylaws"), any declarations or supplemental declarations of covenants, conditions and restrictions governing the use of any Lots or common properties within the Subdivision (hereinafter "Declaration"), and the rules and regulations promulgated by the Association from time to time.
- (n) The power to borrow money and to select depositories for the Association's funds, and to determine the manner of receiving, depositing, and disbursing those funds and the form of checks and the person or persons by whom the same shall be signed.
- (o) The power to enter into contracts with any person, firm, Association, organization or management agent of any nature or kind to provide for the maintenance, operation, repair and upkeep of the common properties.
- (p) The power to appoint committees as the Board of Directors of the Association may deem appropriate.
- (q) The power to collect delinquent assessments and fines by suit or otherwise, to abate nuisances and to fine, enjoin or seek damages from owners of Lots within the Subdivision (hereinafter "Members") for violation of the provisions of the Declaration, these Articles, the Bylaws or the rules and regulations governing the Association or Subdivision.
- (r) The power to bring suit and to litigate on behalf of the Association and the Members.
- (s) The power to adopt, alter, amend, and repeal the Bylaws of the Association as may be desirable or necessary for the proper management of the Association.
- (t) The power to possess, employ, and exercise all powers necessary to implement, enforce, and carry into effect the powers described herein.

3.3 All funds and title to all property held or acquired by the Association and the proceeds thereof shall be held in the name of the Association for the benefit of the Members. Nothing herein shall prohibit the Association from reimbursing its directors, officers, and committee Members for all expenses reasonably incurred in performing service rendered to the Association.

3.4 The powers of the Association shall be subject to and be exercised in accordance with the provisions of the Declaration and Bylaws.

ARTICLE IV MEMBERSHIP IN ASSOCIATION

4.1 Membership. Every record owner of a fee or undivided fee interest in any Lot subject to the Declaration shall be a Member of the Association.

4.2 Voting Classes. There shall be two (2) classes of Members which shall constitute the Association membership.

- (a) "Class A Members" shall be all persons or entities owning, in fee simple, a Lot or Lots in the Subdivision, or an undivided interest in the fee of a Lot or Lots. In cases of divided fee ownership, Members shall be entitled to only one vote for each Lot owned. The votes of corporate owners may be cast by their duly authorized representatives. Admission to the Association shall be by acquisition of a Lot owned.
- (b) "Class B Member" shall be the Developer. The Class B Member shall be entitled to nine (9) times the total number of votes of the Class A Members plus one (1) unless and until ninety percent (90%) of the Lots within the Subdivision are sold to Class A Members or control of the Association is turned over to the Class A Members in the manner prescribed in the Declaration. The initial Board of Directors shall be established as provided herein, and thereafter such time as control of the Association is turned over in the manner prescribed in the Declaration for the Subdivision, the Board of Directors shall be elected by the Class B Member.

4.3 Termination of Class B Membership. The Class B membership shall cease and terminate on the happening of any of the following events, whichever occurs first:

- (a) Ninety (90) days after the conveyance by Developer of ninety percent (90%) of all of the Lots intended to be governed by this Declaration and a part of the Subdivision; or
- (b) The date exactly nine (9) years after the conveyance of the first Lot; or
- (c) At the election of Developer to convert to Class A Membership (whereupon the Class A Members shall be obligated to elect the Board of Directors of the Association and assume control of the Association).

4.4 Transfer of Voting Rights. In the event of transfer of fee ownership of Lot or Lots in the Subdivision, whether voluntary, involuntary, or by operation of law, the Membership appurtenant to such Lot or Lots shall likewise be transferred; provided however, the transfer of membership shall not be effective until such Lot transfer is recorded in the membership record to be maintained by the Association for such purpose; and the Association may, without liability, honor the vote or other act of the previous Member until notice in writing, upon satisfactory proof, is made to it of such transfer.

**ARTICLE V
TERM OF EXISTENCE**

5.1 Perpetual Existence. The Association shall be of perpetual existence.

5.2 Dissolution. The Association may be dissolved upon the affirmative vote of not less than two-thirds (2/3) of the total outstanding Member votes of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency or to any non-profit Association, community development district, association, trust or other organization to be used for purposes similar to those for which this Association was created.

**ARTICLE VI
OFFICERS AND DIRECTORS**

6.1 Election of Officers. The affairs of this Association shall be managed and conducted by a President, one or more Vice Presidents, a Secretary and a Treasurer, and such other officers as may be prescribed and fixed by the Board of Directors.

6.2 Board of Directors. The Board of Directors of the Association shall consist of not less than three (3) nor more than seven (7) directors, the exact number to be fixed from time to time as set forth in the Bylaws of the Association. The Board of Directors shall be elected as may be provided in the Bylaws. Immediately following the adjournment of the annual meeting of the Association, the Board of Directors shall thereupon elect the officers of the Association. The date, time and place for holding the annual meetings of both the Members and Board of Directors shall be as set forth in the Bylaws. Special meetings may be called in accordance with the provisions of the Bylaws. The affairs of the Association shall be managed initially by the following officers:

<u>Name</u>	<u>Address</u>
Imanda Stern (President)	3810 Northdale Boulevard, Suite 100 Tampa, FL 33624

Brian M. Mihelich
(Secretary/Treasurer)

3810 Northdale Boulevard, Suite 100
Tampa, FL 333624

Dawn Schwab
(Vice-President)

3810 Northdale Boulevard, Suite 100
Tampa, FL 33624

and a Board of Directors consisting of the above named officers, until the first annual meeting of membership and directors and until their successors are elected and qualified.

ARTICLE VII REGISTERED AGENT

The Registered Agent for service of process for the Association shall be:

Imanda Stern
3810 Northdale Boulevard, Suite 100
Tampa, Florida 33624
(813) 265-3343

ARTICLE VIII ASSESSMENTS

The Association shall have the power to levy assessments upon the Lots within the Subdivision to secure funds to conduct the business of the Association and to accomplish its purposes. All unpaid assessments levied by the Association shall be and remain until paid a lien upon and against the Lot or Lots, provided such lien shall not be effective against any person, firm or Association contracting, purchasing, extending credit upon or otherwise dealing with the Lot, unless and until notice of such lien is recorded by the Association in the public records of Hillsborough County, Florida, and the cost of recording shall be added to the lien. No membership in the Association may be transferred on the records of the Association until unpaid assessments on the Lot or Lots for which liens shall have been so recorded have been paid.

ARTICLE IX AMENDMENTS

9.1 Amendment to Articles. The Association shall have the right to amend these Articles at any time upon the affirmative vote (in person or by proxy) or written consent or any combination thereof, of Members holding not less than two-thirds (2/3) of the total votes of those present at a duly called meeting of the Members. Amendments may be proposed by resolution approved by a majority of the Board of Directors; provided, however, that no amendment shall make any changes in the qualifications for Membership in the Association nor the voting rights of the Members, without approval in writing by all Members and the joinder of all record owners of mortgages upon the Lots. No amendment shall be made that is in conflict with Florida law or the Declaration unless the latter is amended to conform to the same. As long as there is a Class B Member and

the Department of Housing and Urban Development ("HUD") or Veterans Administration ("VA") is holding, insuring, or guaranteeing any loan secured by any property within the subdivision, the following actions will require the prior approval of the HUD or VA: annexation of additional properties; mergers and consolidations; mortgaging of common properties; dissolution of the Association; and amendment of these Articles.

9.2 Amendment to Bylaws. The Bylaws of the Association are to be made, altered or rescinded by the Board of Directors of the Association. The Bylaws of the Association may be adopted by the Board of Directors at a meeting to be called for that purpose by the President or Vice-President or at the first annual meeting of the Board of Directors. Such Bylaws may be altered or rescinded at an annual meeting of the Board of Directors without notice, or at any regular or special meeting called for that purpose after one (1) week's notice, such notice to state the time, place and purpose of such meeting. Any alteration or rescission of the Bylaws shall be made in the manner set forth in the Bylaws.


ARTICLE X INCORPORATOR

The name and address of the incorporator to these Articles of Incorporation is as follows:

Imanda Stern
3810 Northdale Boulevard, Suite 100
Tampa, Florida 33624

IN WITNESS WHEREOF, the incorporator has affixed her signature to the Articles of Incorporation this 11th day of August, 2006.

INCORPORATOR:



Imanda Stern

STATE OF FLORIDA

COUNTY OF Hillsborough

THE FOREGOING ARTICLES OF INCORPORATION WERE ACKNOWLEDGED BEFORE ME THIS 11th DAY OF August, 2006, BY IMANDA STERN ON BEHALF OF THE WESTPARK PRESERVE HOMEOWNER'S ASSOCIATION, INC., who is personally known to me or has provided _____ identification.

Kimberley J. Leamon

Notary Signature
Stamp/Seal:



CONSENT OF REGISTERED AGENT

Having been named as Registered Agent for the Association at the office designated in the foregoing Articles, I am familiar with the duties and obligations of Registered Agent and I hereby agree to act in this capacity and to comply with all statutes relative to the proper and complete performance of my duties.

REGISTERED AGENT:

Imanda Stern
Imanda Stern

Address:
3810 Northdale Boulevard, Suite 100
Tampa, Florida 33624

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA