INSTRUMENT#: 2007025040, BK: 17342 PG: 929 PGS: 929 - 980 01/17/2007 at 04:32:43 PM, DEPUTY CLERK: SEDSON Pat Frank, Clerk of the Circuit Court Hillsborough County

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This Instrument Prepared by:
Bryan J. Stanley, Esq.
Bryan J. Stanley, P.A.
114 *Turner* Street
Clearwater, Florida 33756

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF TREMONT AT BAY PARK

THIS DECLARATION, made on this IQ day of January, 2007, by **TREMONT AT BAY PARK, LLC,** a Florida limited liability company, whose address is 2502 North Rocky Point Drive, Suite 1050, Tampa, Florida 33607, hereinafter referred to as **"Declarant."**

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain lands in Hillsborough County, Florida (collectively, the **"Property"),** which are more particularly described upon **Exhibit "A"** attached hereto and made a part hereof.

WHEREAS, Declarant intends to develop the Property into a residential community to be known as Tremont at Bay Park, consisting of townhomes and condominium units with related improvements; and

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

NOW, THEREFORE, the Declarant hereby declares that the Property described above shall be held, sold, occupied, utilized and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration, the Association's Articles of Incorporation, or the Association's By-Laws.

Section 1. **"Articles"** shall mean the Articles of Incorporation of Tremont at Bay Park I Homeowners Association, Inc., a Florida not-for-profit corporation as may be amended from time to-time, a copy of which is attached hereto as **Exhibit "B".** The Articles are not intended to and do not create a condominium or a condominium association.

Section 2. **"Assessment"** shall mean the amount of money assessed against an Owner for the payment of the Owner's share of common fees, expenses and any other funds which an Owner may be required to pay to the Association as set out by this Declaration, the Articles or the By-Laws.

Section 3. **"Association"** shall mean Tremont at Bay Park I Homeowners Association, Inc., a Florida not-for-profit corporation organized or to be organized pursuant to Chapter 617, Florida Statues, its successors and assigns. The Association is not a condominium association created under Chapter 718,

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Florida Statutes, and the Association has no responsibility for responsibility for the Com vel the pe n of the the Lots and Condominium Units created within the Property shall be subject to this e devel ed. All of be governed by this Declaration, as well as any other documents (including any eclaration and shall condominium or other declaration) or any association (including without limitation any condominium or homeowners' association) established for the Community (described below) in which such Lots and Condominium Units are created.

Section 4. **"Association Documents"** shall mean the legal documentation for Tremont at Bay Park consisting of this Declaration, the Articles of Incorporation and By-Laws of the Tremont at Bay Park I Homeowners Association, Inc., a Florida not-for-profit corporation and any amendments from time to time to any of the foregoing now or hereafter made, all as amended. The Association Documents do not include the documents governing the Communities (described below) planned to be constructed within the Master Community.

Section 5. **"Board"** shall mean the Association's Board of Directors elected in accordance with the Bylaws.

Section 6. **"Bylaws"** shall mean the Bylaws of the Association which have been or will be adopted by the Board, as same may be amended from time to time, a copy of which is attached hereto as **Exhibit "C".**

Section 7. **"Class "A" Lots"** shall mean all Lots owned by Class "A" members.

Section 8. **"Class "B" Lots"** shall mean Lots owned by Class **"B"** members.

Section 9. **"Common Area"** shall mean all property whether unimproved, or any interest therein, which from time to time is owned by the Association for the common use and enjoyment of Owners, if any, including but not limited to Tract "A" within the Property that is depicted upon **Exhibit "D"** and other areas which pursuant to other provisions of this Declaration are deemed to be Common Area. The depiction of Tract "A" set forth upon **Exhibit "D"** attached hereto will, upon recordation of the Subdivision Map or Plat (described below) for the Property, be replaced with a legal description of Tract "A", as shall be set forth upon or created by such Subdivision Map or Plat. The replacement of such depiction shall be implemented pursuant to a written amendment to this Declaration recorded in the Public Records of Hillsborough County, Florida. The Common Area may include, but shall not be limited to, roads, parking areas, sidewalks, paths, entryways, swale areas, conservation areas, access gates, pool, cabana and open areas in the Common Area. Declarant may convey the Common Area to the Association at any time in fee simple, free of any mortgages or other liens, except ad valorem taxes for the year of conveyance. The Association shall accept title to any real property or personal property offered to the Association by Declarant. The Association shall be permitted to mortgage or convey the Common Area to any homeowner association, public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such mortgage or conveyance shall be effective unless approved by 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. If ingress or egress to any Lot or Condominium Unit is through the Common Area, any conveyance or encumbrance of such section of the Common Area shall be subject to an easement for ingress and egress for the benefit of such Lot or Condominium Unit.

Section 10. **"Community"** shall mean each individual subdivision or condominium to be created within Tremont at Bay Park, which Communities may have independent requirements, restrictions and/or separate assessments, each established upon the recordation the Public Records of Hillsborough

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Co s and all Lots ein s 1 to a b b, terms, rovisions, requirements and restrictions of this Declaration, and in the event of a conflic • etween this eclaration, and any such independent requirements and restrictions, the provisions of this Declaration shall be deemed to supersede such conflicting requirements and restrictions. Notwithstanding the foregoing, no provision of this Declaration shall conflict with the powers and duties of the condominium associations or the rights of the owners of Condominium Units as provided in Chapter 718, Florida Statutes. **Exhibit "E"** attached hereto and made a part hereof contains a depiction of the presently-planned approximate area in which each Community will be situated, provided that nothing contained herein or in **Exhibit "E"** will require the Communities to actually be created or configured as set forth on **Exhibit "E."** The drawings and depictions set forth upon **Exhibit "E"** attached hereto will, upon recordation of the Subdivision Map or Plat be replaced with legal descriptions encompassing each Community, as shall be set forth upon such Subdivision Map or Plat. The replacement of such drawings and depictions shall be implemented pursuant to a written amendment to this Declaration recorded in the Public Records of Hillsborough County, Florida.

Section 11. **"Community Common Area"** shall mean all common property to be restricted to use by owners within a particular Community only, if any.

Section 12. **"Condominium Unit"** shall mean that portion of the Condominium Property which subject to exclusive ownership in accordance with Chapter 718, Florida Statutes, each of which separate Condominium Units shall be designated and identified in the Condominium Plats (described below) for the residential condominium Communities contemplated to be created within the Property. The physical boundaries of each Condominium Unit shall be as delineated upon the Condominium Plats to be recorded in the Public Records of Hillsborough County, Florida.

Section 13. **"Declarant"** shall mean TREMONT AT BAY PARK, LLC, a Florida limited liability company, whose address is 2502 North Rocky Point Drive, Suite 1050, Tampa, Florida 33607, and its successors and assigns, if such successors and assigns are designated in writing as the successors and assigns of Declarant's rights hereunder. Unless specifically assumed, an assignee Declarant shall not be liable for acts or omissions made by or on behalf of an assignor Declarant prior to the date of assignment. Declarant may make a partial assignment of any of its rights or obligations hereunder, and retain similar rights.

Section 14. **"Declaration"** shall mean and refer to this Master Declaration of Covenants, Conditions and Restrictions for Tremont at Bay Park. This Declaration is not intended to and does not create a condominium or condominium association.

Section 15. **"Developer"** shall mean Tremont at Bay Park, LLC, a Florida limited liability company, its successors and assigns. No successor or assignee of Developer shall have any rights or obligations of Developer hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.

Section 16. **"Dwelling"** shall mean a residential dwelling constructed upon a Lot or Condominium Unit.

Section 17. **"Law"** shall mean any statute, ordinance, rule, regulation, or order validly created, promulgated, or adopted by the United States, or any of its agencies, officers or instrumentalities, or by the State of Florida, or any of its agencies, officers, districts, municipalities, or political subdivisions, or by any officer, agency, or instrumentality of any such municipality or subdivision, and from time to time applicable to the Property or to any activities on or about the Property.

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Section 18. **"Limited Common Area"** shall mean those parts of the Co a within the by the Association to certain Lots or Condominium Units to the exclusion of other Lots and Condominium Units, as specified in this Declaration. The only Limited Common Area established by the Declaration shall be parking spaces (one (1) per Condominium Unit), as set forth in Article VII, Section 10.

Section 19. **"Lot"** shall mean any platted parcel of land shown as a lot on a recorded Subdivision Map or Plat of the Property recorded in the Public Records of Hillsborough County, not including any Condominium Unit, any real property owned in fee simple by the Association, or any Community Common Area or Limited Common Area.

Section 20. **"Maintenance"** shall mean the exercise of reasonable care to keep buildings, homes, roads, landscaping, lighting, signage, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy environment for optimum plant growth.

Section 21. **"Master Community"** shall mean Tremont at Bay Park.

Section 22. **"Member"** shall mean every person or entity that holds membership in the Association.

Section 23. **"Mortgage"** shall mean any mortgage, deed of trust, or other instrument transferring any interest in a Lot or Condominium Unit as security for the performance of an obligation. **"First Mortgage"** means any mortgage constituting a valid lien prior in dignity to all other mortgages encumbering the same property.

Section 24. **"Mortgagee"** shall mean any person named as the obligee under any Mortgage, or the successor in interest to such person.

Section 25. **"Occupant"** shall mean the person or persons, other than the Owner in possession of a Lot or Condominium Unit, and may, where the context so requires, include the Owner.

Section 26. **"Owner"** shall mean the record owner, whether one or more persons, of the fee simple title to any Lot or Condominium Unit, including without limitation contract sellers, but excluding any other person holding such fee simple title only as security for the performance of an obligation. As the context may admit, Owner includes all persons (i) claiming any right, title or interest in a Lot or Condominium Unit by, through, or under any Owner, or (ii) lawfully upon the Properties with the consent of any Owner, express or implied, such as an Occupant.

Section 27. **"Person"** shall mean and shall include an individual, corporation, governmental agency, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

Section 28. **"Property"** or **"Properties"** shall mean and include the real property described in **Exhibit "A"** attached hereto, and, if and when added in accordance with the terms and conditions hereof, shall also include such real property as is in the future subjected to this Declaration in accordance with Article VII, Section 8 hereof.

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Section 29. **"Recorded"** shall mean filed of record in the Public Records of Hillsborough County, Florida.

Section 30. **"Special Assessment"** shall mean and refer to assessments or charges levied against all Lots or Condominium Units for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area in accordance with Article V of this Declaration.

Section 31. **"Specific Assessment"** shall mean and refer to assessments or charges levied against a specific Owner's Lot or Condominium Unit to recover any indebtedness of Owner to the Association (i) arising under any provision of the Association Documents, (i) arising at law, (iii) arising by virtue of any indemnity or other liability whether established by express contract or implied, (iv) arising because of any act or omission of the Owner or any Occupant of such Owner's Lot or Condominium Unit, or (v) arising by reason of any Owner's failure to properly maintain his Lot or Condominium Unit, or any Dwelling, Structure or other improvement constructed thereon, as herein provided.

Section 32. **"Structure"** shall mean any thing or object, the placement of which upon any Lot or Condominium Unit may affect the appearance of such Lot or Condominium Unit, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot or Condominium Unit and any excavation, grading, fill, ditch, diversion, dam or other thing or device which affects or alters the flow of any waters from, upon or across and Lot or Condominium Unit.

Section 33. **"Subdivision Map or Plat"** shall mean the plat or plats subdividing the Property, as recorded from time to time in the Public Records of Hillsborough County, Florida, which shall include any plat of any residential condominium Community **("Condominium Plat")** created within the Property

Section 34. **"Surface Water or Stormwater Management System"** shall mean a system operated, maintained, and managed by the Association which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system as permitted pursuant to Chapters 40D-4 or 40D-40 Florida Administrative Code, and operated, maintained, and managed in a manner consistent with any applicable SWFWMD permit (the **"Permit").** The Surface Water or Stormwater Management System shall include all environmental and conservation areas and other water management and/or mitigation areas situated within the Property from time-to-time in accordance with the Permit, as well as all surface water and stormwater facilities, including without limitation all inlets, ditches, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated areas.

Section 35. **"SWFWMD"** shall mean the Southwest Florida Water Management District.

Section 36. **"Work"** shall mean the initial development of the Property by Declarant, including without limitation, the development, creation and sale of completed Lots and/or Condominium Units, with or without residential Dwellings, in the ordinary course of Declarant's business.

ARTICLE II

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PROPERTY RIGHTS

Section 1. **Easements and Enjoyment.** Each Owner as a non-exclusive right and easement of enjoyment in and to the Common Area, which easement is appurtenant to, and will pass with, the title to every Lot or Condominium Unit, subject to the following:

(a) Generally. The aforesaid easements shall not extend across or over any parking spaces reserved or assigned by the Association pursuant to the provisions of this Declaration. Notwithstanding anything contained herein, no Owner shall be permitted to erect, construct, install or maintain any improvements within the Common Area, such rights being reserved in favor of Declarant and/or the Association, as the case may be. The use of the aforesaid easements shall be limited in all respects to the uses specifically identified on the Subdivision Map or Plat or specifically permitted in this Declaration, in reference to each portion of the Common Area.

(b) Fees. The Association's right to charge reasonable fees for the use, safety and maintenance of any common facilities from time to time situated on the Common Area.

(c) Suspension. The Association's right:

(i) to suspend such Owner's right to use any facility owned or controlled by the Association for the same period of unpaid assessments; and

(ii) to suspend any Owner's right to use any such facility for any infraction of the Associations valid rules and regulations for a period not to exceed sixty (60) days; and

(iii) to suspend the voting rights of any Owner for the non payment of annual assessments that are delinquent in excess of ninety (90) days; and

(iv) to turn off the water supply to a Lot or Condominium Unit for the non payment of annual assessments that are delinquent in excess of ninety (90) days, after three (3) days notice.

(d) Dedication. The Association's right to dedicate, transfer or mortgage all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as the Association considers advisable, subject to Declarant's retained rights in the Surface Water or Stormwater Management System. Any such dedication or transfer shall require the approval of eighty percent (80%) of the members of the Association, unless such dedication or transfer is specifically authorized by this Declaration. If ingress or egress to any residence is through the Common Area, any conveyance, transfer or encumbrance of such area shall be subject to the Lot or Condominium Unit owner's easement.

(e) Delegation of Use. Subject to such limitations as may be imposed by the By-Laws or reasonable rules and regulations adopted by the Association, each Owner may delegate his right of enjoyment in and to the Common Area, Community Common Area and Limited Common Area, and accompanying facilities, if any, to members of his family, his guests, tenants and invitees, but not otherwise.

(f) Rules and Regulations. The Association's right to adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Common Area, and the Community Common Area and Limited Common Area.

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Section 2. **Permanence**. The benefit of all rights and easements grante laration cons enjoying such benefit. Whenever any such right or easement is described as nonexclusive, its benefit nevertheless, is exclusive and is limited to the Lots or Condominium Units granted such benefit by this Declaration unless the Declaration expressly grants such benefit to additional persons. In no event does the benefit of any such easement expressly grant such benefit to additional persons. In no event does the benefit of any such easement extend to the general public except as specifically provided in this Declaration. The burden of all rights and easements granted by this Declaration constitutes a permanent servitude upon the lands affected.

Section 3. **Surface Water or Stormwater Management Easement.** A non-exclusive easement is hereby created over the Property in favor of the Declarant and, Association, including their agents or other designees thereof, for surface water drainage and for the installation and maintenance of the Surface Water or Stormwater Management System for the Property; provided, however, that such easement shall be subject to improvements constructed within the Property, as permitted may be permitted by the SWFWMD Permit or by such other governmental authorities as may have jurisdiction over the Property from time-to-time.

Section 4. **No Partition.** There shall be no judicial partition of the Common Area or Community Common Area, nor shall Declarant, or any Owner, or any person acquiring any interest in the Property or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot or Condominium Unit (as may be permitted by law) owned in cotenancy.

Section 5. **General Restrictions.** Except with the Association's prior written consent or in accordance with the Declarant's retained rights hereunder or Association's rules and regulations:

(a) Obstructions. There will be no obstruction of the Common Area, nor will anything be kept or stored on the Common Area except items installed by Declarant as part of the Work, and their replacement.

(b) Alterations. Nothing will be altered on, constructed upon, or removed from the Common Area except with the specific approval of the Association's Board of Directors, except for Declarant's or the Association's expansion of Surface Water or Storm Water Management System.

(c) Activities. All uses and activities upon or about the Common Area, Community Common Area and Limited Common Area are subject to the Association's rules and regulations.

(d) Signs. No signs, except one (1) **"For Sale or Lease"** sign not exceeding four (4) square feet in surface area displayed in the front portion of a Lot or Condominium Unit (and in no other location) and one sign of not more than one (1) square foot used to indicate the name of the resident, shall be erected or displayed to the public view on any Lot or Condominium Unit. Notwithstanding the foregoing, Declarant specifically reserves the right for itself, its successors, nominees, assigns, and the Association, to place and maintain any and all signs it may deem necessary, regardless of whether or not the sign complies with the mandates of the Association, in connection with construction, marketing, sales, and rental of Lots or Condominium Units, and identifying or informational signs, anywhere on the Property. In addition, this restriction shall not apply to signs installed by Declarant used to identify and advertise the Master Community.

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(e) General Prohibitions. No activity is permitted, nor stored, or permitted anywhere within iolat permit any unreasonable or obnoxious noises or odors and no obnoxious, destructive, illegal, or offensive activity that constitutes a nuisance to any Owner or to any other person at any time lawfully residing within the Property. This provision shall not apply to the activities of Declarant in the development of the Property, the construction, maintenance, or sale of Lot or Condominium Units or to Declarant's retained rights in the Surface Water or Stormwater Management System.

Section 6. **Access Easement.** Declarant hereby grants to each Owner, and its guests, invitees, residents, and visitors, and reserves to itself, its employees, agents, contractors, invitees, and assigns, a perpetual and non-exclusive easement over Tract "A", for the purposes of pedestrian and vehicular ingress, egress and access. Notwithstanding the foregoing, the aforesaid ingress, egress and access easement shall not extend across or over any parking spaces, landscaped areas, curbs or other improvements other than the paved driveways and sidewalks within Tract "A".

Section 7. **Public Easement.** Fire, police, emergency medical and other similar agencies providing emergency services to the Lots or Condominium Units or otherwise within or for the benefit of the Property shall have a permanent and perpetual easement for ingress, egress and access over and across the Property for the purpose of providing such services to the Owners and the Association. Postal delivery, sanitation service and other similar agencies providing such services to for the benefit of the Lots or Condominium Units (or the Occupants thereof) shall have a permanent and perpetual easement for ingress, egress and access over and across Tract "A", for the purpose of providing such services to the Owners and the Association.

Section 8. **Responsibility for Maintenance of Conservation Easement.** The Association shall assume maintenance responsibility for any Conservation Easement that may be delineated upon any Subdivision Map or Plat pertaining to the Property.

Section 9. **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 Property for the purpose of fully and faithfully discharging the duties of the Association. Nonexclusive easements are hereby granted in favor of the Association throughout the Property 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 or Condominium Unit. Furthermore, an additional nonexclusive easement is hereby created over all utility, drainage and other easements located on any Lot or Condominium Unit, whether now existing or hereafter created, including but not limited to all utility easements and drainage easements contained on the Subdivision Map or Plat, which easement is in favor of the Association, including its agents and designees, in perpetuity, to utilize for all proper purposes of the Association.

Section 10. **Landscape and Utility Easements.** Public utilities serving the Property and the Lots and Condominium Units, have been, or will be, installed within or upon the Property and the Lots and Condominium Units for the use, benefit, and service of the Property, the Lots and Condominium Units, and all improvements within the Property. A permanent, perpetual, mutual and non-exclusive easement to and for the benefit of the Association and each Lot or Condominium Unit shall exist over, across, under, through and into the Property, the Lots and Condominium Units and all improvements upon the Property for the construction, installation, maintenance, operation, repair and reconstruction of landscaping, electricity, plumbing, irrigation systems, sanitary sewer lift stations, water mains and other utilities, for lines, wires, pipes, equipment, and other items necessary for supplying light, heat, air conditioning, water, sewer, power, telephone, any cable television and other utilities or means of

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provisions of this Declaration. No construction, installation, maintenance, repair and reconstruction of cable television services or facilities shall interfere with the services or facilities of any electric, telephone, gas or other public utility.

Section 11. **Rules and Regulations.** No Owner, invitee, or person residing within the Property may violate the Association's rules and regulations for the use of the Property. All Owners and other persons residing within the Community, and their invitees, at all times will do all things reasonably necessary to comply with such rules and regulations. Wherever any provision of this Declaration restricts or prohibits any activity, condition or Structure within the Property except as permitted by the Association's rules and regulations, such restriction of prohibition is self-executing until the Association promulgates rules and regulations expressly permitting such activities. Without limitation, any rules or regulations will be deemed **"promulgated"** when mailed to all Owners at the address shown on the Association's books or when posted at a conspicuous place on the Property from time to time designated by the Association for such purpose.

Section 12. **Maintenance of Common Areas.** Among the other rights and responsibilities of the Association as are set forth in this Declaration, the Association must repair, replace and maintain the roads, driveways, parking spaces and related improvements, curbs, sidewalks, Master Community gate, boundary fence or wall, trash compactor and other improvements, and equipment from time-to-time situated within the Common Area.

Section 13. **Boundary Line Encroachment.** Certain Structures and other improvements constructed within Lots or Condominium Units may be situated so that a portion thereof, including, but not limited to, any exterior wall of such Structure, roof overhangs, air conditioning units, or concrete pads for said Structure, gutters, or fences, may be located upon, immediately adjacent to, overhang or encroach upon the boundary line between the Lot or Condominium Unit upon which said Structure is located and either an adjoining Lot or Condominium Unit or a portion of the Common Area. In all such cases, said adjoining Lot or Condominium Unit or portion of the Common Area shall be subject to an easement and appurtenant rights, including the right of ingress and egress, in favor of the encroaching Lot or Condominium Unit and its respective Owner, which easement and appurtenant rights shall be for the purpose of (a) permitting the existence of the encroachment, (b) repairing or reconstructing the encroachment and (c) allowing ingress and egress for the performance of proper and normal maintenance to the encroaching improvement, including meter reading, All of such improvements which have been constructed by Declarant and approved by applicable building authorities are deemed to have been reasonably constructed, notwithstanding any such encroachment. In no instance shall the exercise of any such easement and appurtenant rights created pursuant to this section unreasonably interfere with the use of the Lot or Condominium Unit subject to same.

ARTICLE III
OPERATION, MAINTENANCE AND MONITORING OF SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM

Section 1. The Association shall maintain, operate and manage as part of the Common Area, the entire Surface Water or Stormwater Management System, in compliance with conditions of the Permit from SWFWMD and applicable SWFWMD rules, and shall assist in the enforcement of the restrictions and covenants contained herein. The Association shall, as and when requested by Declarant, accept transfer of the SWFWMD Permit for the Property. The conditions set forth in such Permit which shall thereafter be comay include monitoring and record keeping schedules, and maintenance of drainage systems and mitigation areas.

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those listed in Chapter 17-3 of the Florida Administrative Code. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by American Public Health Association of Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the permittee shall provide data as required on volume of water discharged, including total volume discharged during the days of sampling and total monthly discharge from the Property or into surface waters of the State.

Section 3. The Association shall operate and maintain the system, including mitigation areas, and shall maintain sufficient ownership so that it has control over all water management facilities authorized.

Section 4. The Association shall hold and save SWFWMD harmless from any and all damages, claims, or liabilities which, may arise by reason of the operation, maintenance or use of any facility authorized by the SWFWMD Permit for the Surface Water or Stormwater Management System.

Section 5. The Association shall at all times properly operate and maintain the systems of treatment and control (and related appurtenances) that are installed or used to achieve compliance with conditions of the Permit, as required by SWFWMD. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the Permit and when required by SWFWMD rules.

Section 6. The Association shall allow authorized SWFWMD personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted; for the purposes of inspection and testing to determine compliance with the conditions of the Permit and SWFWMD regulations, such as:

(a) having access to and copying any records that must be kept under the conditions of the permit;

(b) inspecting the facility, equipment, practices, or operations regulated or required under the Permit;

(c) sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with the Permit or SWFWMD rules; and

(d) gathering of data and information.

Reasonable time may depend on the nature of the concern being investigated.

Section 7. It shall be responsibility of each property Owner within the Property at the time of construction of any improvement, building, residence, or Structure, to comply with the construction plans for the Surface Water or Stormwater Management System pursuant to Chapter 40D-4, Florida Administrative Code, approved and on file with SWFWMD.

Section 8. Neither the Lot Owners, the Condominium Unit Owners, nor the Association shall remove native vegetation (including cattails) that becomes established within the Surface Water and Stormwater Management System abutting their property without the prior written approval from SWFWMD. Removal includes dredging, the application of herbicide, and cutting and the introduction of

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Owners shall addiar p question regarding authorized activities within the wet detention pond SWFWMD, Ta e it ting Office, Surface Water Regulation Manager.

Section 9. No structure of any kind shall be constructed or erected within, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas or the Surface Water or Stormwater Management System, nor shall any grading, alteration, or other modifications to these areas be made without the prior written permission of the Board, Hillsborough County, and SWFWMD. Prohibited activities include, but are not limited to: digging or excavating; depositing fill, debris, or any other material or item; constructing or altering any water control Structure; or any other construction to modify the Surface Water or Storm Water Management System. No vegetation in a wetland mitigation area or wet detention pond shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from SWFWMD. Construction and maintenance activities which are consistent with the design and Permit conditions approved by SWFWMD in the Environmental Resource Permit may be conducted without specific approval from SWFWMD.

Section 10. No Owner of Property may construct or maintain any improvement, 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 Subdivision Map or Plat, unless prior approval is received from the SWFWMD Regulation Department.

Section 11. Upon transfer of ownership to either the Association, then the owner of such Surface Water or Stormwater Management System shall assume the responsibilities described herein.

Section 12. In addition to the Association, SWFWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Surface Water or Stormwater Management System. No Owner shall in any way deny or prevent ingress and egress by Declarant, the Association, Hillsborough County, or SWFWMD to any drainage areas or the Surface Water or Stormwater Management System for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of Declarant, the Association, SWFWMD, Hillsborough County, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

Section 13. No Lot or Condominium Unit or other area shall be increased in size by filling in any drainage areas or other portion of the Surface Water or Stormwater Management System. No Owner shall fill, dike, riprap, block, divert, or change the established drainage areas or the Surface Water or Stormwater Management System without the prior written consent of SWFWMD.

Section 14. The covenants and restrictions regarding the Surface Water or Stormwater Management System are in no way intended to obligate the Association to perform any repairs, maintenance, corrections or modifications to those areas that Hillsborough County or SWFWMD will maintain as part of their governmental obligation, pursuant to any agreement with Declarant, or as provided in any permits or ordinances.

Section 15. The maintenance, operation, and repair of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by SWFWMD. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by SWFWMD.

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Section 16. Neither Declarant nor the Association has made or make sentation conc Water or Stormwater Management System, 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. Each Owner acknowledges by its acceptance of a deed to a Lot or Condominium Unit that lake level fluctuations are a naturally occurring phenomenon and each shall be deemed to have agreed that neither Declarant, the Association, Hillsborough County, nor any other governmental agency shall have any liability or responsibility whatsoever (whether financial or otherwise) with respect to the lake level fluctuations.

ARTICLE IV
THE ASSOCIATION

Section 1. **Membership.** Every Owner of a Lot or a Condominium Unit is a Member of the Association. An Owner of more than one (1) Lot or Condominium Unit is entitled to one (1) membership for each Lot or Condominium Unit owned. Each membership is appurtenant to the Lot or Condominium Unit upon which it is based and each membership shall is transfer automatically by conveyance of title to such Lot or Condominium Unit and may not be separated from ownership of a Lot or Condominium Unit. No person except an Owner may be a Member of the Association, and a membership in the Association may not be transferred except by transfer of title to a Lot or Condominium Unit.

Section 2. **Through Board Action.** The affairs and decisions of the Association shall be conducted and made by the Board. The Members shall only have such power or rights of approval or consent as is expressly specified herein, or in the Articles or Bylaws. In the absence of a specific requirement of approval by Members, the Board may act on its own through its proper officers.

Section 3. **Required Services.** In addition to those other responsibilities specified herein and in the Governing Documents, unless satisfactorily performed by the Association, or its management company if applicable, the Board shall be required to provide the following services as and when deemed necessary or appropriate by the Board and shall have easement rights necessary to perform same:

(a) Except as otherwise provided herein or on any Subdivision Map or Plat, any private streets, street lights, sidewalks, private utilities for water or sewer, other private utilities, drainage systems fences, walls, driveways, pool, cabana and other improvements or amenities that have been constructed, installed or created by the Declarant as part of the improvements shall be maintained and repaired by the Association in the same condition and appearance as constructed or created. The Association shall establish reserves for the replacement of such improvements for which it is responsible.

(b) The Association shall conduct certain scheduled maintenance activities upon the exterior portion of the Common Area as provided and scheduled by the Board of Directors, or as otherwise provided for herein, including but not limited to the following: periodic lawn care service including but not limited to the repair, replacement, mowing, edging, weeding, fertilizing and maintenance of side yards, the non-enclosed portions of front yards, and rear yards which abut a Common Area alley used for vehicular access, including tree and shrub maintenance and maintenance of the Association's irrigation system and periodic maintenance of sidewalks, walls, signs, driveways and fences; periodic pressure washing walks and driveways. The Association also shall not be responsible for any items not specifically allocated to the Association, it being the Declarant's intention that each Community within the Master Community shall be responsible for other maintenance, repair and similar matters. The Association shall have sole discretion as to the timing and necessity of such activities. The

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Ass an dut cts, repair of crac or as less e• di crete; si ing splits, cracks, flakes or peels; gaps in siding less than 1/4 inch, stains, mildew or fungus on painted surfaces; cracks in caulking; blistering or peeling of paint; color or texture variation or fading in painted surfaces; or lawn indentations. Notwithstanding the above provisions, the Association may, pursuant to action of the Board of Directors and inclusion in the yearly budget, elect to perform any exterior maintenance activities.

(c) Payment of ad valorem taxes and commercial personal property taxes, if applicable, with respect to the Common Area, both prior to and after conveyance of same by Declarant to the Association.

(d) Operation of the Common Area in accordance with the rules and other standards adopted by the Board from time to time, both prior to and after conveyance of same by Declarant to the Association.

(e) Taking any and all actions necessary to enforce all covenants, restrictions, and easements affecting the Property and performing any of the functions or services delegated to the Association in any covenants, conditions, or restrictions applicable to the Property, or in the Articles or Bylaws.

(f) Conducting business of the Association, including arranging for ancillary administrative services such as legal, accounting, financial, and communication services such as informing Owners of activities, meetings, and other important events.

(g) Purchasing casualty and liability insurance as may be required hereby or by the Bylaws and any other insurance to the extent deemed necessary or desirable by the Board, including but not limited to blanket insurance policies covering the structural components of all buildings located on the Lots, which blanket insurance policies shall be in the name of the Association, individually and as agent for the Owners covered by the policies, without naming them, and as agents for their mortgagees, without naming them.

(h) Acceptance of any instrument of conveyance with respect to any Common Area delivered to the Association.

Section 4. Voting. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners of a Lot or Condominium Unit, with the exception of the Declarant (as defined in the Declaration), and shall be entitled-to one (1) vote for each Lot or Condominium Unit.

Class B. The Class B member shall be the Declarant, and shall be entitled to five (5) votes for each Lot or Condominium owned. The Class B membership shall cease and be converted to Class A or membership on the happening of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) the date exactly ten (10) years after the recording of this Declaration; or

(c) on a date when Declarant shall record a notice terminating its Class B membership status.

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When more than one (1) person holds an interest in an Lot or Condominium Unit, all such persons shall be determine, but in no event shall more than one (1) vote be cast with respect to any Lot or Condominium Unit.

As long as there is a Class B membership and the Department of Housing and Urban Development **("HUD")** or Veterans Administration ("VA") is holding, insuring, or guaranteeing any loan secured by property subject to the Declaration, the following actions will require the prior approval of the HUD or VA: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dissolution of the Association, and amendment of these Articles of Incorporation.

Section 5. **Common Area, Platting and Amendment.** Subject to the rights and duties of Owners set forth in this Declaration, the Association has exclusive management and control of the Common Area, the improvements thereon. The Association's shall keep all of the foregoing in good, clean, sanitary, safe and serviceable condition, and the Association shall timely pay all taxes validly levied, assessed, or imposed with respect to the Common Area and improvements therein and shall maintain reasonably adequate public liability and property insurance with respect to the Common Area and the improvements therein. As long as there is a Class B Membership, Declarant shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property and to file subdivision restrictions and amendments thereto with respect to any undeveloped portion or portions of the Property without the consent or approval of any Owner. As long as there is a Class B Membership, the provisions of this Article IV cannot be amended without the written consent of Declarant, and any amendment of this Article IV without the written consent of Declarant shall be deemed null and void.

Section 6. **Services.** The Association may obtain and pay for the services of any person to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration, the Articles, By-Laws, and/or rules and regulations.

Section 7. **Rules and Regulations.** The Association may from time-to-time adopt, alter, amend rescind and enforce reasonable rules and regulations governing the use of the Property, consistent with the rights and duties established by this Declaration. The Association's procedures for enforcing its rules and regulations at all times must provide each affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person, or through representatives of such Owner's choosing, or both.

Section 8. **Capital Improvements.** Except for replacement or repair of improvements installed by Declarant within the Common Area or required by law, the Association may not authorize capital improvements to the Common Area without the prior approval of two-thirds (2/3) of the Association Members present and voting in person or by proxy at a meeting duly convened for such purposes as provided in Article VII, Section 2, below.

Section 9. **Amplification.** The provisions of this Declaration may be amplified by the Articles of Incorporation and By-Laws of the Association, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in the Declaration. The Declarant intends that the provisions of this Declaration, on the one hand, and the Articles of Incorporation and By-Laws on the other hand, be interpreted, construed and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Declaration, control anything to the contrary in the Articles of Incorporation or By-Laws.

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Section 10. **Termi ati || OI ASS || ation.** If the Association ceases to exist, then all of the Ow in ly a severally respons 1 for_o e Surfa Water or Stormwater Management System in accordance with the requirements of the Permit, unless and until an alternate entity assumes responsibility in compliance with such Permit and the applicable requirements of SWFWMD.

ARTICLE V
ASSESSMENTS

Section 1. **Assessments Established.** The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of the Master Community and Common Area, or for any other purpose set forth in this Declaration that the Board deems appropriate. For each Lot or Condominium Unit with completed improvements, as evidenced by the availability of a certificate of occupancy, Declarant covenants, and each Owner of a Lot or Condominium Unit by acceptance of a deed thereto, whether or not it is so expressed in such deed, is deemed to covenant and agree, to pay to the Association:

(a) An annual assessment, as provided in Section 2 of this Article; and

(b) Special assessments, as provided in Section 3 of this Article; and

(c) Specific assessments, as provided in Section 4 of this Article; and

(d) All excise taxes, if any, that from time to time may be imposed by law upon all or any portion of the assessments established by this Article; and

(e) Interest and costs of collection of such assessments, including reasonable attorney's fees, as provided in this Declaration; and

All of the foregoing are a continuing charge on the Lot or Condominium Unit and are secured by a continuing lien in favor of the Association upon the Lot or Condominium Unit against which each assessment is made, as more particularly set forth below. Each such assessment, together with excise taxes (if any), interest and all costs and expenses of collection, including reasonable attorney's fees, shall be the personal obligation of the person who was the Owner when such assessment became due. Such personal obligation will not pass to an Owner's successors in title unless assumed expressly in writing, however.

As an alternative in lieu of such assessments by the Association, so long as Declarant is a Class B Member of the Association, Declarant may pay the expenses of the Association (excluding reserves) to the extent that they exceed the amounts collected from Class A Members, provided that Declarant shall have such right only so long as the annual assessments levied with respect to the Class A Members do not exceed Two Hundred Eighty-Two and No/100ths Dollars($282.00) per Lot or Condominium Unit.

Section **2.** **Annual Assessment.** The annual assessment shall be due on annually January 15 of each year or otherwise in accordance with any schedule for the payment of assessment established from time-to-time by the Board. The annual assessment of the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and Occupants, including (i) the operation, management, maintenance, repair, servicing, renewal, replacement of the Surface Water or Stormwater Management System and improvements within the Common Area required to be maintained by the Association, (ii) the establishment of reserve accounts for all such items, (iii) the cost of labor, equipment, materials, management and, supervision of the Common Area required to be maintained by

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costs for street lighting within the Master Community.

Section 3. **Special Assessments for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements.** In addition to the annual assessment authorized above, the Association may levy special assessments as follows:

(a) Upon sale or transfer of the first Lot or Condominium Unit upon which a certificate of occupancy for improvements has been issued by the Declarant to a third party, and upon each subsequent sale or transfer of a Lot or Condominium Lot thereafter, a special assessment for a working capital fund, equal to or less than twelve (12) months' estimated regular assessment may be assessed, which shall be due and payable upon conveyance of each completed Lot or Condominium Unit. The aggregate working capital fund established by such special assessment shall be accounted for separately, and shall be available for all necessary expenditures of the Association.

(b) In an assessment year, a special assessment (in addition to the annual assessment or the assessment provided in subsection (a) above) which is applicable to that year only for the purpose of defraying, in whole or in part, the cost of any nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon the Common Area required to be maintained by the Association, including fixtures and personal property related thereto maybe assessed. The Association shall separately account for the proceeds of such special assessments and proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in question, provided such assessment first is approved by a majority of the Members present and voting in person or by proxy at a meeting duly convened for such purpose. Any such special assessment shall be due on the date fixed by, and may be payable in one or more installments (with or without interest), as the Board determines. A special assessment for a Limited Common Area may be assessed according to the requirement of this paragraph. Said special assessment shall be assessed only against and approved by a majority of the Members served thereby.

Section 4. **Specific Assessments.** Any and all accrued, liquidated indebtedness of any Owner to the Association arising under the provisions of this Declaration, or by contract expressed or implied, or because of any act or omission of any Owner or person for whom such Owner is responsible, also may be assessed by the Association against such Owner's Lot or Condominium Unit after such Owner fails to pay it within thirty (30) days after written demand.

Section 5. **Amount.** Until the close of the first fiscal year following conveyance of the first Lot or Condominium Unit by Declarant, and subject to the provisions set forth below, the monthly assessment will not exceed $282.00 per Class A Lot or Condominium Unit. The annual or special assessment for a Class B Lot or Condominium Unit shall be three fourths (3/4) of the annual or special assessment for a Class A lot, except as provided herein. At least thirty (30) days before the end of each fiscal year, the Board shall prepare and distribute to each Owner a proposed budget for the Association's operations during the next ensuing fiscal year. If such budget requires an annual assessment of one hundred fifteen percent (115%) or less of the annual assessment for the fiscal year then ending, the assessment so proposed shall take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. However, if such budget requires an annual assessment that is more than one hundred fifteen percent (115%) of the annual assessment then in effect, the Board shall call a membership meeting on not less than fifteen (15) days prior notice for the purpose of approving such increase. A majority of the votes, pursuant to Article IV, Section 2, of those Members present and voting is sufficient

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for ch app a ass at t ensuing fisc e h not **d** as s ns proved, a ajority of the Members voting shall determine the annua assessment for the next ensuing fiscal year, which may be in any amount not exceeding that stated in the meeting notice. Each annual assessment may be payable in such number of installments, with or without interest, as the Board determines. In the absence of any action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the annual assessment then in effect automatically will continue for the ensuing year.

Notwithstanding the above provisions, the assessment may increase an amount greater than fifteen percent (15%) without a vote of the Members if such additional increase is due solely to increases for water and sewer fees due to Hillsborough County or increases in insurance premiums payable by the Association.

Section 6. **Commencement.** The assessments provided by this Article shall commence as to all Lots and Condominium Units on the first day of the first month following Declarant's first conveyance of title to any Lot or Condominium Unit to a third party and shall be prorated on the basis of the number of months then remaining in the Association's fiscal year.

Section 7. **Assessment Lien.** All sums assessed to any Lot or Condominium Unit, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a continuing lien on such Lot or Condominium Unit in favor of the Association. Such lien subject and inferior to the lien for all sums secured by any First Mortgage encumbering such Lot or Condominium Unit, but all other lienors acquiring liens on any Lot or Condominium Unit after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Declaration, whether or not such consent is set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association may, but is not required to, from time to time, record a Notice of Lien to further evidence the lien established by this Declaration.

Section 8. **Association Remedies.** Any assessment not paid within thirty (30) days after its due date shall be deemed delinquent, shall of bear interest from its initial due date at the maximum rate of interest allowed by law and shall be subject to a late charge for costs of collection. The Association may sue the Owner personally obligated to pay such assessment for a money judgment, or it may foreclose its lien against such Owner's Lot or Condominium Unit, or both. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien, or its priority. No Owner may waive or escape liability for the Association's assessments by non-use of the Common Area or Community Common Area or by abandonment of such Owner's Lot or Condominium Unit. In addition, if an Owner has not paid an assessment within ninety (90) days after its due date, the Association may shut off water service to the Lot or Condominium Unit after three (3) days notice to the Owner.

Section 9. **Foreclose.** The lien for sums assessed pursuant to this Article may be enforced by a judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In connection with the collection of such unpaid sums from any Owner, the Association shall be entitled to collect its reasonable attorneys' fees and costs from such Owner. In any foreclosure action, the Owner shall required to pay all costs and expenses of foreclosure including the reasonable attorney's fees and costs incurred by the Association in connection with such action. All such costs and expenses are secured by the lien foreclosed. Such Owner also is required to pay to the Association all assessments against the Lot or Condominium Unit that become due during the period of foreclosure, which also are secured by the lien foreclosed and will be accounted and paid as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the

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fore osure s r ire uc Con i U t b lieu of fore snd th ea to hol nvey, I se r t an with s h Condominium Unit as its Owner for purposes o resa e only. If any foreclosure sale results in a deficiency, the Association may petition the Court having jurisdiction of the foreclosure to enter a personal judgment against the Owner for such deficiency.

Section 10. **Exempt Lots.** Any and all Lots or Condominium Units from time to time owned by the Association are exempt from the assessments established by this Article during the period of such ownership. This Association may not own or otherwise acquire Lots or Condominium Units except (i) pursuant to foreclosure of the Association's lien, or (ii) one (1) Lot or Condominium Unit for use as a residence by any resident manager for the Property who is employed by the Association or Association's manager.

Section 11. **Lien Subordination.** The Association's lien established by the Declaration is subordinate to the lien of any First Mortgage. Sale or transfer of any Lot or Condominium Unit does not affect the assessment lien, except that the sale or transfer of any Lot or Condominium Unit pursuant to a judicial sale upon foreclosure of any First Mortgage, or any deed in lieu thereof, extinguishes the Association's lien as to payments that became due prior to such judicial sale or deed in lieu of foreclosure, without prejudice, however, to the Association's right to collect such amounts from the Owners personally liable for their payment. No such sale or transfer relieves such Lot or Condominium Unit from liability for assessments thereafter becoming due or from the lien thereof. Any lienholder may pay, but is not required to pay, any amount secured by the lien created by this Article; and, upon such payment, such lienholder will be subrogated to all rights of the Association with respect to such lien, including priority.

Section 12. **Water and Wastewater Fees.** The Association shall pay the water and wastewater fees applicable to the entire Property, including without limitation all Lots and Condominium Units and the Common Area. Neither the Lots, Condominium Units nor the Common Area will be submetered. Such water and wastewater fees will initially be an expense of and will be paid by the Association, and such sums will be billed to each Owner monthly as a specific assessment, which assessment shall include amounts for the cost of billing and for the cost of meter reading included in the annual assessment for the Lots and Condominium Units. This Section may not be amended without first obtaining the written approval of such amendment from the Hillsborough County Health Department or other applicable governmental agency.

Section 13. **Homestead.** By acceptance of a deed thereto, each Owner is deemed to acknowledge conclusively that (i) the assessment established by this Article are for the improvement and maintenance of any homestead thereon; and (ii) the Association's lien for such assessments has priority over any such homestead; and (iii) such Owner irrevocably waives the benefit of any homestead exemption otherwise available with respect to all amounts secured by such lien.

Section 14. **Cable Television System.** The Association may contract with a franchised cable television operator to provide cable television service in bulk to all of the Master Community. This service may include channels for security information and for a community bulletin board. If the Association enters into such an agreement, each Owner shall pay for such cable television charges as part of the monthly payment of the annual assessment.

Section 15. **No Assessment Obligation of Developer.** Notwithstanding anything contained in this Declaration to the contrary, Developer shall not be obligated to pay any annual or special assessment or start-up or similar Assessment during any period of time that Developer is not acting as a Successor Declarant.

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Section 16. **Default by Declarant.** In the ev ent Dev lope velo m de to me th essor **D** Successor Dec arant ereunder, Developer shall. Become the Class "B member and shall have the option of: (a) paying Class "B" Lot assessments, or (b) not paying Lot assessments but instead subsidizing any Association budget shortfalls by paying the common expenses actually incurred by the Association less the amounts actually collected by the Association from the Class "A" Lots. For purposes of this subsidy arrangement, Developer shall not be required to subsidize or pay replacement reserves or capital expenditures imposed by the Association. Developer, at its option, may elect by written notice delivered to the Association at any time to abandon this subsidy approach and commence payment of the Class "B" lot assessments thereafter falling due for the Lots then owned by Developer, prorated as of the date of such notice.

ARTICLE VI
ARCHITECTURAL CONTROL COMMITTEE

Section 1. **Creation and Composition.** The **"Architectural Control Committee"** shall mean, as follows: Until all the Lots and Condominium Units in the Master Community have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Architectural Control Committee shall mean the Declarant, and shall not be a committee of the Association. At such time as all of the Lots and Condominium Units in the Master Community have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Declarant shall notify the Association and all the Owners of Lots and Condominium Units in the Master Community to that effect, and, thereupon, the Declarant's rights and obligations as the Architectural Control Committee shall forthwith terminate. Thereafter, the Association shall have the right, power, authority, and obligation to establish a successor Architectural Control Committee as a committee of the Association in accordance with the Association Documents and prescribe rules and regulations pursuant to which such Committee shall act. Notwithstanding the foregoing, if additional property is annexed and subjected to this Declaration in accordance with Article VII, Section 8, then, as to the Lots in each subsequent phase, Declarant shall be the Architectural Control Committee until such time as all such Lots have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, after which the Architectural Control Committee established by the Association shall take over.

Section 2. **Design Standards.** The Architectural Control Committee shall from time to time, subject to this Declaration and the Association Documents, adopt, promulgate, amend, revoke, and enforce guidelines, hereinafter referred to as the **"Design Standards"** for the purposes of:

(i) governing the form and content of plans and specifications to be submitted to the Architectural Control Committee for approval pursuant to this Declaration;

(ii) governing the procedure for such submission of plans and specifications; and

(iii) establishing guidelines with respects to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of any Structure, and all other matters that require approval by the Architectural Control Committee pursuant to this Declaration.

(iv) establishing guidelines for approval of landscaping changes and maintenance of Structures, including roof replacement.

Generally, exterior modifications to the Structure constructed by Declarant are discouraged and will not be approved. In reviewing any particular application, the Architectural Control Committee shall

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cons des relation to su gs d t o p wit (ii) and des ability of the Property as a residential community; (iii) be consistent with the provisions of this Declaration; and (iv) be in the best interest of all Owners in maintaining the value and desirability of the Property as a residential community.

Section 3. **Review and Approval of Plans.** No exterior change shall be commenced, erected, or maintained on any Lot or Condominium Unit, nor shall any exterior addition to or alteration thereof or color change be made until the plan and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to the Architectural Control Committee for written approval (i) as to conformity and harmony of external design and general quality with the existing standards of the Community and with the standards of the Master Community, (ii) as to the size, height, and location of the proposed Structure in relation to surrounding Structures and topography and finished ground elevation, and (iii) shall be consistent with the provisions of this Declaration. No landscaping may be added to the front yard of any Lot without approval of the Architectural Control Committee. In the event the Architectural Control Committee fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted in writing, the proposal shall be deemed to be disapproved by the Architectural Control Committee. The Committee may impose a fee for the costs involved with such approval, including a specific assessment, which may be ongoing, for increased maintenance, if appropriate.

Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Control Committee.

Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the Architectural Control Committee's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

It shall be the responsibility of each Owner at the time of construction of any Structure on the Owner's Lot, to comply with all applicable Laws, without limitation compliance with the construction plans for the Surface Water or Stormwater Management System pursuant to Chapter 40D-4, Florida Administrative Code, approved and on file with the SWFWMD.

Notwithstanding anything to the contrary, the Architectural Control Committee may request changes in any plans or Structure that are completed or being built if required by Law and neither the Declarant nor the Architectural Control Committee shall be liable for damages.

In regards to any plans and specifications approved by the Architectural Control Committee neither Declarant, nor any member of the Architectural Control Committee, shall be responsible or liable in any way for any defects in any plans or specifications, nor for any structural defects in any work done according to such plans and specifications nor for the failure of the plans and specifications to comply with any Law. Further, neither Declarant, nor any member of the Architectural Control Committee shall

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be li ectio prove or disapprove an such plans and speci Ica ions or the exercise of any of er power or rig it the Arc itectural Control Committee provided for in this Declaration. Every Person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submissions of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Declarant, or any member of the Architectural Control Committee, to recover for any such damage.

Prior to the issuance of the certificate contemplated by Section 4 below, any employee or agent of the Architectural Control Committee may, after reasonable notice, at any reasonable time, enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration and complies with the Architectural Control Committee's approval; and neither the Architectural Control Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 4. **Certification by Architectural Control Committee.** At the request of any Owner, the Association from time to time will issue, without charge, a written certification that the improvements, landscaping, and other exterior items situated upon such Owner's Lot have been approved by the Architectural Control Committee, if such is the case.

Section 5. **Violations.** If any Structure shall be erected, placed, maintained, or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article, such erection, placement, maintenance, or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Control Committee such violation shall have occurred, the Architectural Control Committee shall notify the Board of the Association. If the Board of the Association shall agree with the determination of the Architectural Control Committee with respect to the violation then the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have and be entitled to, in addition to any other rights set forth in this Declaration, all rights and remedies at law or in equity. Actions of the Board are final.

Section 6. **Partial Delegation to Association.** At any time prior to the termination of Declarant's responsibilities as provided in Section 1 above, Declarant may delegate to a committee of the Association the responsibilities of the Architectural Committee with regard to any activities on individual Lots which have been fully developed, permanent improvements constructed thereon, and sold to permanent residents. The Declarant may then retain all other duties of the Architectural Control Committee with regard to new construction.

Section 7. **Responsibility of Owner.** Owners of Lots and Condominium Units shall provide for all elements of exterior maintenance, except such scheduled maintenance activities performed by the Association under this Article. All maintenance activities performed by the Owner shall be at least up to the neighborhood standards as adopted by the Architectural Control Committee, shall not interfere with Association maintenance performed pursuant to other provisions of this Declaration, the Articles or the Bylaws and shall be subject to regulation by the Architectural Control Committee as set forth in Article VI hereof. By recordation of an instrument in the Public Records of Hillsborough County, Florida pertaining to any Community, Declarant may allocate to the association of Lot or Condominium Unit Owners formed for such Community certain obligations for maintenance, and such provisions shall

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ARTICLE VII
GENERAL PROVISIONS

Section 1. **Enforcement.** The Association, or any Owner, has the right to enforce, by any appropriate proceeding, all restrictions, conditions, covenants, easements, reservations, rules, regulations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If any Owner or the Association is the prevailing party in any litigation involving this Declaration, then that party also has the right to recover from the other party or parties all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Association employs an attorney to enforce the provisions of this Declaration against any Owner, regardless of whether suit is brought, the costs and expenses of such enforcement, including the Associations' reasonable attorneys' fees and costs shall be recoverable from the Owner against who enforcement is sought, and such sums may be assessed against such Owner's Lot or Condominium Unit as a specific assessment. Failure by the Association or any Owner to enforce any provisions contained in this Declaration does not constitute a waiver of the right to do so at any time. Declarant also has the right to enforce all provisions of this Declaration relating to the use, maintenance, and preservation of the Properties; and, if Declarant is the prevailing party in any litigation involving this Declaration, to recover all of Declarant's costs and expenses incurred, including reasonable attorneys' fees from the Owner or Association, as applicable.

(a) SWFWMD may have the right to take enforcement measures, including a civil action for injunction and penalties, against the Association to compel it to correct any outstanding problems with the Surface Water or Stormwater Management System.

(b) The Association may impose fines against any Member, tenant, guest, or invitee, for violation of the provisions of this Declaration or the standards the Architectural Control Committee. Such fines shall comply with the requirements of applicable Law and shall not exceed $100.00 per violation, and may be imposed only after a hearing before a committee of three (3) members appointed by the Board who are not officers, directors or employees of the Association or the spouse, parent, child, brother, or sister of an officer, director, or employee of the Association, with fourteen (14) days notice to the person sought to be fined. A fine may be levied on the basis of each day of the continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed $1,000.00 in the aggregate.

Section 2. **Meeting Requirements.** Wherever any provision of this Declaration, the Articles, or the Bylaws requires any action to be approved by two-thirds (2/3) or more of the votes pursuant to Article IV, Section 2, of membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all Members not less than fifteen (15) days in advance, setting forth its purpose. At such meeting the presence in person or by proxy of Members entitled to at least twenty (20%) of the votes, pursuant to Article IV, Section 2, outstanding constitutes a quorum.

Section 3. **Rights of Mortgagees.** By agreement between any Owner and the holder of any Mortgage on such Owner's Lot or Condominium Unit, any and all membership rights of such Owner may be assigned to, and exercised by such Mortgagee as collateral or additional security for performance of the obligations secured by such Mortgage, but no such assignment or delegation will bind the Association until the Association has received written notice thereof.

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Section 4. **Severability.** Invalidation of any part effect provided, however, any court of competent jurisdiction is ereby empowered, to the extent practicable, to reform any otherwise invalid provision of this Declaration, the Articles or the Bylaws, including without limitation noncompliance with Chapter 720, Florida Statutes or Chapter 617, Florida Statutes, when necessary to avoid a finding of invalidity, which otherwise effectuate Declarant's intent of providing a comprehensive plan for the use, development, sale and beneficial enjoyment of the Property.

Section 5. **Amendment.** The provisions of this Declaration will run with and bind the Property, and will inure to the benefit of and be enforceable by the Association for so long as the Property is used in whole or in part as a residential community, and in all events, for at least twenty-five (25) years following the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by Members entitled to cast not less than fifty-one percent (51%) of the votes of each class of membership pursuant to Article IV, Section 2 hereof. No amendment shall be effective which shall impair or prejudice the rights or priorities of the Declarant, or any the holder of any Mortgage without the specific written approval of the Declarant or the holder of any Mortgage affected thereby. Any amendment affecting the Surface Water or Stormwater Management System or the operation and maintenance of the Surface Water or Stormwater Management System shall have the prior written approval of SWFWMD. Until Declarant transfers control to Class A members, Declarant may amend this Declaration by recording an instrument stating such amendment, for the sole purpose of complying with requirements of the Federal Housing Administration, Veterans Administration, SWFWMD or other government agency. Declarant shall have the right at any time to amend this Declaration prior to the transition of control of the Association to correct scrivener's errors and to clarify ambiguities determined to exist herein. No amendment shall impair or prejudice rights or priorities of any Mortgage without their written consent. As long as there is a Class B Membership, 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 any portion of the Property subject to this Declaration, the following actions will require the approval of the Department of Housing and Urban Development or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

Section 6. **Easements for De Minimis Unintentional Encroachments.** Where necessary and appropriate, Declarant and/or the Association, whichever is in control of the particular portion of the Property at the time, may grant easements for de minimis unintentional encroachments.

Section 7. **Interpretation.** Unless the context expressly requires otherwise, the use of the singular includes the plural, and vise versa, the use of the terms **"including"** or **"include"** is without limitation; the terms **"Common Area", "Lot",** and **"Property"** include both any portion applicable to the context and any and all improvements, fixtures, trees vegetation, and other property from time to time situated thereon, and use of the words **"must"** and **"will"** is intended to have the same legal effect as the word **"shall".** This Declaration should be construed in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Property as a residential community by providing a common plan for its development and enjoyment.

Section 8. **Annexation.** Within ten (10) years of the date of execution of this Declaration, Declarant may add lands contiguous to the Property or which are adjacent to roadways bordering the Property, by the filing of a supplemental declaration declaring such annexed lands to be subject to the provisions hereof, with such modifications and additions as may be applicable to such annexed lands. Upon the filing of such a supplemental declaration, the Lots and Condominium Units and lands annexed thereby shall become subject to this Declaration, to the assessment provisions hereof, and to the jurisdiction of the Architectural Control Committee and the Association. In addition to filing such

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Article V, Section 2, the Lots and Condominium Units in the annexed lands shall be considered to have been part of the Property since the filing of this Declaration. Within ten (10) years of the date of execution of this Declaration, Declarant may remove any lands from the Property by the filing of a supplemental declaration declaring the same, if such lands have not been made part of any Subdivision Map or Plat or otherwise developed for residential purposes.

Section 9. **Community.** Each Community within Master Community may have additional deed restrictions for the purposes of establishing minimum standards for construction and maintenance therein within the context of the individual community.

Section 10. **Parking for Lots and Condominium Units.** No parking spaces developed within the Property will be owned by a Lot Owner or Condominium Unit Owner. As each Lot or Condominium Unit is sold by Declarant, the Association shall assign in writing to said Condominium Unit one (1) parking space within the Common Area, Each parking space so assigned to a Condominium Unit shall be a Limited Common Area with respect to such Lot or Condominium Unit upon its assignment as such to a particular Condominium Unit. Declarant hereby reserves the right to assign, with or without consideration, the exclusive right to use any parking space to one or more Lots or Condominium Units. Such assignment shall not be recorded in the Public Records of the County, but rather shall be made by way of instrument placed in the official records of the Association. A Condominium Unit Owner may assign the Limited Common Area parking space assigned to his Condominium Unit to another Condominium Unit by written instrument delivered to (and to be held by) the Association within three (3) days of any such assignment; provided, however that no Condominium Unit may be left without one (1) assigned parking space. All **"unassigned parking spaces"** are hereby deemed to be parking spaces for the purpose of residents, guests, employees, servants and visitors parking. The Association may adopt rules to enforce this restriction.

ARTICLE VIII
GENERAL COVENANTS AND RESTRICTIONS

The following covenants, conditions, restrictions, and easements are herewith imposed on the Property:

Section 1. **Residential Use of Property.** All Lots and Condominium Units shall be used for single-family, residential purposes only and no business or business activity shall be carried on or upon any Lot or Condominium Unit at any time, except with the written approval of the Architectural Control Committee; provided, however, that nothing herein shall prevent Declarant or any other builder of homes within in the Master Community from using any Lot owned by Declarant or such builder for the purpose of carrying on business related to the development, improvement, and sale of Lots, Condominium Units and Dwellings, and neither Declarant nor any such builder shall be required to obtain any approval of the Architectural Control Committee. Notwithstanding the foregoing, private offices may be maintained in Dwellings so long as such use is incidental to the primary residential use of the Dwellings.

Section 2. **Delivery Receptacles and Property Identification Markers.** The Architectural Control Committee shall adopt standards for mailboxes, as well as property identification markers for Lots and Condominium Units.

Section 3. **Use of Outbuildings and Similar Structures.** No Structure of a temporary nature, unless previously approved in writing by the Architectural Control Committee, shall be erected or allowed to remain on any Lot or Condominium Unit, provided, however, that this Section shall not be

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coast ed tb t the D cla nt n using sheds or other temporary Structures during construction. No t are , barn, or other Structure of a similar nature s all be sed as a residen , eit erm neatly.

Section 4. **Building Materials.** No building materials or equipment used for building purposes shall be stored on any Lot or Condominium Unit, except for the purpose of construction on such Lot or Condominium Unit and shall not be stored on such Lot or Condominium Unit for longer than the length of time reasonably necessary for the construction to completion of the improvement to which same is to be used.

Section 5. **Completion of Construction.** The construction of any townhome, or repair, or replacement of any townhome damaged by fire or otherwise, must be promptly undertaken and pursued diligently and continuously to substantial completion by its Owner without unreasonable delay. Without limitation, if any Owner leaves any townhome in an incomplete condition for a period of more than six (6) months, then the Association may complete all required restoration or construction, or may raze and otherwise remove the incomplete Structure from such Owner's Lot, by a vote of not less than two-thirds (2/3) of the members of the Board after reasonable notice to, and reasonable opportunity to be heard by, the Owner affected. All costs so incurred by the Association may be specifically assessed against such Lot as provided in Article IV, herein.

Section 6. **Livestock and Pets.** No animals, livestock, poultry, or pets of any kind shall be raised, bred, or kept on any Lot or Condominium Unit, except that not more than a total of three (3) dogs, cats, or other small household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. Dogs may not exceed 70 pounds. Such household pets must not constitute a nuisance or cause unsanitary conditions. For the purposes of this Section, pets shall be deemed to constitute a nuisance if they create excessive or disturbing noises, whether by barking or otherwise, or if the pet has shown any violent or aggressive behavior or otherwise poses a danger to the health, safety, or welfare of any person. Animals which have attached or bitten any person or another person's pet shall constitute a nuisance and shall not be kept on any Lot or Condominium Unit. All pets must be kept on leashes or within secure fences when outdoors. The foregoing expression of specific behaviors that shall constitute a nuisance shall in now way limit the determination that other behaviors also constitute a nuisance. Any pet in violation of this section shall be brought into compliance within twenty-four (24) hours of notice by the Board, including but not limited to, the removal of the pet from the Master Community if the pet has attacked or bitten a person or other person's pet.

Section 7. **Offensive Activities.** No noxious, offensive, or illegal activities shall be carried on upon any Lot or Condominium Unit, nor shall anything be done thereon which is or may become an annoyance or nuisance to the Owners of other Lot or Condominium Units in the Master Community.

Section 8. **Perimeter Screening.** Any and all walls, fencing, landscaping, or other screening installed by Declarant as part of the Work within a wall, fence, landscape, or sign easement on the Subdivision Map or Plat, will constitute an improvement to each Lot upon or along which it is situated and the Association shall be responsible for all costs of maintaining, repairing, and replacing both the exterior and interior portion situated on or along such Lot. No Owner of any Lot or Condominium Unit shall at any time have any right, authority, power or responsibility to maintain, repair, modify, paint, replant or in any other manner disturb or change the location or appearance of any such wall, fence, landscaping, sign or screening.

Section 9. **Aesthetics, Nature Growth Screening, Underground Utility Service.** Regardless of their location within the Property, trees which have a diameter in excess of six (6") inches measured two (21) feet above ground level, and distinctive flora, shall not be intentionally destroyed or

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removed except with the prior written approval of the Architec

water softeners and other mechanical equipment shall be scree limited to lines, pipes and wiring serving neighboring Lots, Con Lots and Condominium Units within the Master Community shall be situated underground.

Section 10. **Swimming Pools.** No swimming pools shall be constructed or located upon a Lot. No above ground pools are permitted.

Section 11. **Antennae and Clotheslines.** No radio or television transmission or reception antennae, apparatus or tower shall be erected on the Property or within or appurtenant to any Lot or Condominium Unit. Notwithstanding the above, a satellite dish antenna eighteen inches (18") in diameter or smaller may be installed on the rear side of a Dwelling situated within a Lot or Condominium Unit or in the rear yard landscape screening, in every case after the Owner installing such equipment obtains the prior written approval of the Architectural Control Committee. No clothesline shall be installed in the yard of any Lot or Condominium Unit, except in the rear yard and behind the Dwelling. Clothesline shall be retractable and displayed only while in use.

Section 12. **Window Air Conditioners.** No window air conditioning units shall be installed without prior written approval of the Architectural Control Committee.

Section 13. **Trailers, Trucks, School Buses, Boats, Boat Trailers.** No house trailers or mobile homes, school buses, trucks, trailers of any kind, commercial vehicles, recreational vehicles, boats or boat trailers shall be kept, stored or parked overnight either on any street, Limited Common Area, or on any Lot or Condominium Unit, except within enclosed garages or completely screened from view as previously approved in writing by the Architectural Control Committee. Notwithstanding the foregoing, passenger automobiles may be parked in the portions of the Common Areas or Limited Common Areas designated as parking areas. There shall be no major or extended repair or overhaul performed on any vehicle on the Lots, Condominium Units, Common Areas, Limited Common Areas, or Community Common Areas. All vehicles and trailers shall have current license plates. If any vehicle, boat, or trailer is in violation of this provision, the Association shall have the immediate right to have the offending vehicle, boat, or trailer towed away at the expense of the Owner thereof.

Section 14. **Garbage and Refuse Disposal.** No Lot or Condominium Unit shall be used or maintained as a dumping ground for rubbish and no rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon the Common Area. Trash, garbage, or other waste shall not be kept except in sanitary containers designed for that purpose. All incinerators or other equipment for the storage or disposal of such, waste material shall be kept in a clean and sanitary condition. All garbage and trash cans and containers shall be kept in the garage or in the home. If such litter or other materials are found on any Lot or Condominium Unit, the same will be removed by the Owner of such Lot or Condominium Unit, at the Owner's expense, upon written request of either the Architectural Control Committee or the Association.

Section 15. **Utility Facilities.** Declarant reserves the right to approve the necessary construction, installation, and maintenance of utility facilities, including but not limited to water, telephone, cable television and sewage systems, within the Property, which may be in variance with these restrictions. No wells may be drilled or maintained on a Lot.

Section 16. **Window Coverings.** All interior window curtains, blinds or other coverings which are visible from any street shall be coordinated in color with the exterior elevation of the home.

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Win borapplied window coverings shall not be insta itectural Control Committee.

Section 17. **Fences.** No fences shall be erected maintained on any Lot within any other portion of the Property, except as installed by the Declarant as part of the Work or as previously approved in writing by the Architectural Control Committee. Wooden fences are hereby prohibited. Any fence erected or constructed by any Owner shall be made of white PVC or similar materials, and such fences shall be subject to approval of the Architectural Control Committee. The permitted construction of any fence by an Owner may require the Owner to assume responsibility for maintenance of area enclosed within such fence.

Section 18. **Leasing. The** Board may adopt rules and regulations for leasing of Lots and Condominium Units, provided however, no rule will apply to a lease that was executed prior to the adoption of the rule. All leases shall be for a term of at least twelve (12) months, and no Lot or Condominium Unit may be leased more than once during any calendar year. In addition, prior to the commencement of occupancy of any Lot or Condominium Unit by any tenant under a lease of a Lot or Condominium Unit (or the assignee of any such lease), the Owner shall submit a complete copy of such lease signed by the Owner and the tenant to the Association.

Section 19. **Games and Play Structures.** No basketball courts, basketball stands, backboards or similar gaming equipment (whether permanent or moveable) shall be installed, placed, or affixed to any structure on any portion of the Property without the express written permission of the Board.

ARTICLE IX
DISCLAIMER OF LIABILITY OF ASSOCIATION

Section 1. Indemnification. Notwithstanding anything contained herein or in the Articles, Bylaws, rules or regulations of the Association or any other document governing or binding the Association, neither the Association nor the Declarant nor any officer or employees thereof shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any owner, occupant or user of any portion of the Property including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the Property have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof;

(b) the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Hillsborough County and/or any other jurisdiction or the preventions of tortuous activities; and

(c) any provisions of the Association Documents setting forth the uses of assessments which are related to health, safety security and/or welfare shall be interpreted and applied only as limitations of the uses of assessment funds and not as creating a duty of the association to protect or further the health, safety security or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

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inter , ma ng se o orti n o o acce mg such interes r lien or making suc uses shall e ound_____ by this arti and all e deeme to have automatically waived any and all rights, claims demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this article.

Section 2. **Natural Elements.** The Property contains corridors, trails and water areas which may present hazards to persons and which may contain wildlife and other organisms of danger to children and other persons. All Owners, on behalf of themselves, their families, guests, and invitees, hereby agree that the Association shall have no liability for any activities undertaken by any person on Association lands, or common areas and easements which result in injury from such natural elements. All Owners, families, invitees and guests agree that any person using such lands does so at his own risk. All Owners shall undertake to warn others of such hazards when appropriate.

Section 3. **Association.** As used in this Article and Article X, **"Association"** shall include within its meaning all of association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns, the provisions of this, article shall also inure to the benefit of the Declarant, which shall be fully protected hereby.

ARTICLE X

PRIVATE STREETS

Section **1.** **Modification of Common Areas.** The private streets, street lights, sidewalks, private utilities, gates, drainage systems, fences, walls, signs, cabanas, pool, landscaping and other improvements or amenities that have been or will be constructed, installed or created by the Declarant as part of the Work, shall be maintained by the Association in the same condition and appearance as constructed or created; provided, however, that the Association may modify or improve the appearance of such items from time-to-time (for example, replacing the landscaping with different plantings, changing color schemes or replacing the signs and utilizing different colors or lettering thereon). The Association shall establish reserves for the replacement of the streets, water system and sewer system within the Property, and the Association may establish reserves for the replacement of other improvements required to be maintained by Association.

Section 2. **Personal Property.** By acceptance of a deed to a Lot or Condominium Unit within the Property, every Owner agrees, and by acceptance of occupancy of any Lot or Condominium Unit, every Occupant agrees that the Association and the Declarant have no obligations whatsoever for providing protection to persons personal property within the Property. Furthermore, Owner acknowledges that the Property may have one (1) or more gates at the entrances to assist in attempting to limit access to the Property to the Occupants thereof and their invitees. The gates, if any, will be open during the hours for which Declarant needs access to the model homes within the Property, construction trailer(s) or otherwise for the development of the Property or construction of homes. After Declarant notifies the Association through its Board of Directors that Declarant no longer needs such regular access, the Association will determine the hours, if any, for which any gates will be open. Said gates, if any, shall not guarantee the security of Owner's personal safety or security of Owner's property. By acceptance of a deed to a Lot or Condominium Unit within the Property, every Owner agrees, and by acceptance of occupancy of any Lot or Condominium Unit, every Occupant agrees that neither Declarant nor the Association shall be liable for any damage, loss, injury or claim relating to the operation or non-operation of such gates, and such Owners and Occupants agree that it shall be the sole and exclusive obligation of

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such persons to determine and institute for themselves the appropriate security and any oth er autions to pr tr pas c minal acts and any oth dangers to Owner s safety d/or the security o their property. uch Owners and ccupan s, protect eeds or occupancy, Owner from and against said risks and dangers, and that neither Declarant nor the Association shall have any other or additional obligation to institute any security measures within the Master Community. Without limiting the applicability of the foregoing, neither Declarant nor the Association shall have any obligation whatsoever to provide protection to Owner or any Occupant, or their tenants, guests, licensee, invitees, etc. or the personal property of any of them from conditions existing within public or private streets, parks or Common Areas, and Declarant and the Association shall not be liable for injuries or damage suffered by Owner resulting from any failure, defect or malfunction in a gate or equipment. So long as the gate is maintained, the Association shall have the responsibility of maintaining a system for Owner identification and access to the Master Community; provided, however, that the failure of any such system or the failure of the Association to maintain, repair or replace any such system shall not give rise to any claim against Declarant or the Association.

Section 3. **Destruction of Common Area.** In the event of a total or partial destruction of the Common Area, and if available proceeds of insurance carried pursuant to this Declaration are sufficient to cover eighty-five percent (85%) of the repair or reconstruction, the Common Area shall be promptly repaired and rebuilt unless within one hundred twenty (120) days from the date of such destruction, seventy-five (75%) or more of the Members entitled to vote at a duly called meeting, determine that such reconstruction shall not take place. If the insurance proceeds are less than eighty-five percent (85%) of the cost of reconstruction, reconstruction may nevertheless take place if, within one hundred twenty (120) days from the date of destruction, a majority of the Members elect to rebuild.

ARTICLE XI
INDEMNIFICATION

Section 1. **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 threatened, 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, employee, Officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), 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 upon a plea of nolo contendere 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; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

(a) To the extent that a Director, Officer, employee or agent of the Association is entitled to indemnification by the Association in accordance with this Article, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

(b) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of Members, or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a

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Person who has ceased to be a member of the Board, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

(c) 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 Article.

ARTICLE XII
AMENDMENTS

Section 1. **Amendment by the Association.** This Declaration may be amended, changed, or added to, at any time and from time to time, 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. Any amendment of this Declaration shall be recorded in the Public Records of Hillsborough County, Florida.

Section 2. **Amendment to Comply with Governmental Authority.** As long as there is a Class B Membership, Declarant specifically reserves the right to amend this Declaration, without the consent or joinder of any party, in order to comply with the requirements of the Department of Housing and Urban Development, Veteran's Administration, SWFWMD, Federal National Mortgage Association, Hillsborough County, an Institutional Lender or any other governmental agency.

ANY AMENDMENT TO THIS DECLARATION WHICH ALTERS THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM, BEYOND MAINTENANCE IN ITS ORIGINAL CONDITION, INCLUDING THE WATER MANAGEMENT PORTIONS OF THE COMMON AREA, MUST HAVE THE PRIOR APPROVAL OF SWFWMD.

Section 3. **Amendment to Correct Scrivener's Errors and Clarify Ambiguities.** Declarant shall have the right at any time to amend this Declaration prior to the transition of control of the Association to correct scrivener's errors and to clarify ambiguities determined to exist herein. No amendment shall impair or prejudice rights or priorities of any institutional lender without their written consent.

ARTICLE XIII
MASTER COMMUNITY WALLS

Section 1. **Master Community Walls.** Declarant or the Association may construct walls or fences within the Property **("Master Community Wall").** A Master Community Wall shall hereinafter be defined as any wall or fence built by Declarant or the Association, upon the exterior portions of the Property as a visual barrier, decorative, architectural, or safety feature, or for any other reason at the sole discretion of Declarant, the Association, or any municipality or governing authority for the benefit of the Association.

Section 2. **Maintenance of Master Community Walls.** Master Community Wall maintenance shall be performed only by the Association.

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TREMONT AT AY P , LLC, a Florida limited liability company

WITNESSES:

By: **THE RYAN GROUP, LLC,** a Florida limited liability company, its Managing Member

Print Name: Kathleen Nicholson

By _____

Print Name: leur\

Print Name: JACQUI GARDNER

Print Title: 1.,\ 0,,,v \man Imential

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foreg ing instrument was acknowledged before me this EU day of 13,.. - + - h : { A n • o - 7 h. 2006, by q(- , as the Managing Member of **THE RYAN GROUP, LLC,** a Florida limited liability company, as the Managing Member of TREM07

personally known to me or has produced a _____ driver's license as identification.

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KATHLEEN NICHOLSON
1 614741 ^ ''' "- Notary Public - State of Florida
. • i My Commission Expires May 19, 2009
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Exhibits Attached

Exhibit "A"	**Property**
Exhibit "B"	**Articles of Incorporation**
Exhibit "C"	**Bylaws**
Exhibit "D"	**Tract A**
Exhibit "E"	**Depiction of Communities**

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EXHIBIT "A"

PROPERTY

Tracts number 10 and 11, RUSKIN COLONY FARMS, according to the map or plat thereof as recorded in Plat Book 5, Page 63 of the public records of Hillsborough County, Florida.

LESS AND EXCEPT:

A portion of Lot 10, RUSKIN COLONY FARMS as recorded in Plat Book 5, Page 63, of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Lot 10 RUSKIN COLONY FARMS as recorded in Plat Book 5, Page 63 of the Public Records of Hillsborough County, Florida being also the Northwest corner of Covina at Bay Park as recorded in Plat Book 102, Page 270, of the Public Records of Hillsborough County, Florida, thence run along the East line of said Lot 10, of RUSKIN COLONY FARMS South 00° 31' 07" East a Distance of 5.00 feet to the Northwest corner of Tract "G" of said Covina at Bay Park for a Point of Beginning, thence continue South 00° 31' 07" East along the East boundary of Lot 10, of RUSKIN COLONY FARMS a distance of 635.18 feet to the Southeast corner of Lot 10, thence run South 89° 37' 09" West along the South boundary of Lot 10 a distance of 73.13 feet, thence leaving said South boundary run thence North 00° 30' 17" West a distance of 465.22 feet, thence run North 89° 38' 57" East a distance of 52.52 feet, thence run North 00° 21' 03" West a distance of 169.87 feet, thence run North 89° 15' 56" East a distance of 20.00 feet to the Point of Beginning.

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HIBIT "B"

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F INCORPORATION

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State of Florida

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I certify from the records of this office that TREMONT AT BAY PARK I HOMEOWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on January 5, 2007.

The document number of this corporation is N07000000192.

I further certify that said corporation has paid all fees due this office through December 31, 2007, 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 Eighth day of January, 2007

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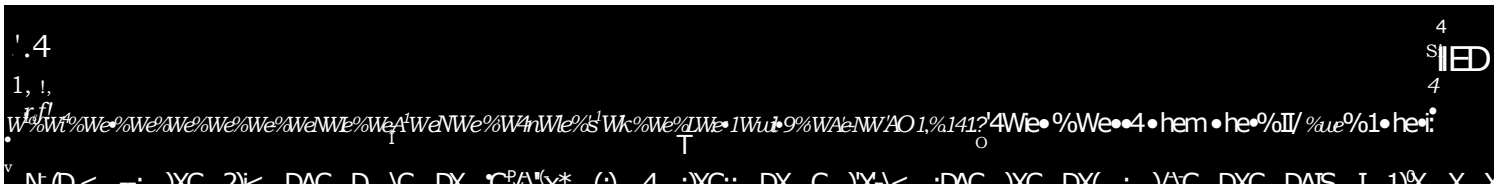
Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Eighth day of January, 2007

Kurt S. Browning



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ARTICLES OF INCORPORATION
OF
TREMONT AT BAY PARK I HOMEOWNERS ASSOCIATION, INC.,
a Florida corporation not for profit

In compliance with the requirements of Florida Statute, Chapter 617, the undersigned, a resident of Florida, and of full age, for the purpose of forming a corporation not for profit does hereby certify:

ARTICLE I
NAME OF CORPORATION

The name of the corporation is **TREMONT •AT BAY PARK I HOMEOWNERS ASSOCIATION, INC.,** a Florida corporation not for profit organized under Chapter 617 of the Florida Statutes (the **"Association").**

ARTICLE II
PRINCIPAL OFFICE

The principal office of the Association is located at 4904 Eisenhower Boulevard, Suite 150, Tampa, Florida 33634.

ARTICLE III
REGISTERED AGENT

Bryan **J.** Stanley, Esq., whose address is 114 Turner Street, Clearwater, FL 33756, is hereby appointed the initial registered agent of the Association.

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is organized and for which it is to be operated are to provide for maintenance, preservation, and care of the property of the Association, and to provide architectural control of the residence lots and common area within that certain tract of property (the **"Property")** described in the Master Declaration of Covenants, Conditions and Restrictions of Tremont at Bay Park, recorded or to be recorded in the Public Records of Hillsborough County, Florida (the **"Declaration")** and as the same may be amended from time to time as therein provided, to exercise all other rights and responsibilities of the Association under the Declaration, and to promote the health, safety and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for these purposes. In connection therewith, the Association shall have the following powers:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration.

(b) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments due to the Association or any other person affiliated with the Association pursuant to the terms of the Declaration; to pay all expenses in connection therewith; and to pay all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

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(d) To borrow money, and with 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 the Association, mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(e) To dedicate, sell, or transfer all or any part of the common area as defined in the Declaration (the **"Common Area")** to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. Any such dedication or transfer shall be effective with 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 the Association.

(f) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of members holding not less than two-thirds (2/3) of the total votes of the Association.

(g) To have and to exercise any and all powers, rights and privileges which a corporation organized under Florida law, including Chapter 617, Florida Statutes, by law may now or hereafter have or exercise.

(h) To have and to exercise any and all powers, rights and privileges which an association may be entitled or required to exercise pursuant to Chapter 720, Florida Statutes.

(i) To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management systems, including but not limited to work within retention areas, drainage structures, and drainage easements.

(j) To operate, maintain, and manage the surface water or stormwater management system, including all lakes, retention areas, culverts, and related appurtenances, in a manner consistent with the Southwest Florida Water Management District **("SWFWMD")** permit requirements and applicable SWFWMD rules, and assist in the enforcement of the restrictions and covenants contained therein.

(k) To adopt and publish rules and regulations governing the use of the Common Area, and the personal conduct of the members and their guests thereon, and to establish penalties for any infraction thereof;

0) To sue and be sued in the name of the Association.

ARTICLE V
MEMBERSHIP

Every Owner of a Lot or a Condominium Unit is a Member of the Association. An Owner of more than one (1) Lot or Condominium Unit is entitled to one (1) membership for each Lot or Condominium Unit owned with the voting rights described in Article VI hereof. Each membership is appurtenant to the Lot or Condominium Unit upon which it is based and each membership shall is transfer automatically by conveyance of title to such Lot or Condominium Unit and may not be separated from ownership of a Lot or Condominium Unit. No person except an Owner may be a Member of the

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Association, and a membership in the Association may not be transferred except by transfer of title to a Lot or Condominium Unit.

ARTICLE VI
VOTING RIGHTS

The Association shall have two classes of voting membership with the relative rights and preferences as follows:

Class A. Class A members shall be all Owners of a Lot or Condominium Unit, with the exception of the Declarant (as defined in the Declaration), and shall be entitled-to one (1) vote for each Lot or Condominium Unit.

Class B. The Class B member shall be the Declarant, and shall be entitled to five (5) votes for each Lot or Condominium Unit owned. The Class B membership shall cease and be converted to Class A or membership on the happening of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) the date exactly ten (10) years after the recording of this Declaration; or

(c) on a date when Declarant shall record a notice terminating its Class B membership status.

When more than one (1) person holds an interest in any Lot or Condominium Unit, all such persons shall be members. The vote shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot or Condominium Unit.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of the Association shall be managed by a board of not less than three (3) Directors nor more than seven (7), who need not be members of the Association (the "Board"). The initial number of directors shall be three (3) and may be changed by amendment of the bylaws of the Association, provided that the number of Directors shall always consist of an odd number. The names and addresses of the persons who are to act in the capacity of directors until the election of their successors are:

Raymond Grau
4904 Eisenhower Boulevard, Suite 150
Tampa, Florida 33634

Stacy Rummage
4904 Eisenhower Boulevard, Suite 150
Tampa, Florida 33634

Kenneth Sowers
4904 Eisenhower Boulevard, Suite 150
Tampa, Florida 33634

The manner in which the directors are appointed is as stated in the bylaws.

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ARTICLE VIII
DISSOLUTION

The ssociation may be distolved upon affirmative voted person or • y proxy) or written consent or any combmation thereof, of members holding not less than two-thirds (2/3) of the total 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 corporation, association, trust, or other organization to be used for purposes similar to those for which this Association was created.

In the event of termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40, Florida Administrative Code, and be approved by SWFWMD prior to such termination, dissolution, or liquidation.

ARTICLE IX
DURATION

The existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist perpetually.

ARTICLE X
AMENDMENTS

The Association shall have the right to amend these Articles of Incorporation 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 the Association, provided that any amendment to these Articles of Incorporation which affects the Surface Water or Stormwater Management System (as defined in the Declaration) shall require written approval of SWFWMD. Amendments may be proposed by resolution approved by a majority of the Board; provided, however, that no amendment shall make any changes in the qualifications for membership 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.

ARTICLE XI
BYLAWS

The bylaws of the Association shall be adopted by the Board at the first meeting of Directors, and may be altered, amended or rescinded thereafter in the manner provided therein.

ARTICLE XII
HUD/VA APPROVAL

As long as there is a Class B membership and the Department of Housing and Urban Development ("HUD") or Veterans Administration ("VA") is holding, insuring, or guaranteeing any loan secured by property subject to the Declaration, the following actions will require the prior approval of the HUD or VA: annexation of additional properties, mergers and consolidations, mortgaging of .Common Area, dissolution of the Association, and amendment of these Articles of Incorporation.

ARTICLE XIII
INCORPORATOR

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The name and address of then F a E) r is:

Bryan J.Stanley; Esq.
114 Turner Street
Clearwater, Florida 33756

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersign constituting the sole incorporator of this Association, has executed these Articles of Incorporation this y of January, 2007.

Print Name: Bryan J. Stanley

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CONSENT OF REGISTERED AGENT

Having been named as Registered Agent for this corporation at the office designated in the foregoing Articles of Incorporation, the undersigned is familiar with the duties and obligations of Registered Agents and hereby agrees to act in this capacity and to comply with all statutes relative to the proper and complete performance of its duties.

Bryan J. Stanley, Esq.

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EXHIBIT "C"

BYLAWS OF TREMONT AT BAY PARK I HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is **TREMONT AT BAY PARK I HOMEOWNERS ASSOCIATION, INC.,** hereinafter referred to as the **"Association".** The principal office of the Association shall be located at 4904 Eisenhower Boulevard, Suite 150, Tampa, Florida 33634.

Meetings of Members or Directors may be held at such places within the State of Florida designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. **"Articles"** shall mean the Articles of Incorporation of Tremont at Bay Park I Homeowners Association, Inc.

Section 2. **"Association"** shall mean and refer to Tremont at Bay Park I Homeowners Association, Inc., its successors and assigns.

Section 3. **"Properties"** or **"Property"** shall mean and refer to that certain real property described in the Master Declaration of Covenants, Conditions and Restrictions, of Tremont at Bay Park and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. **"Common Area"** shall mean all property whether unimproved, or any interest therein, which from time to time is owned by the Association for the common use and enjoyment of Owners, if any, including but not limited to Tract "A" within the Property that is depicted upon Exhibit **"D"** attached to the Declaration and other areas which pursuant to other provisions of this Declaration are deemed to be Common Area. The Common Area may include, but is not limited to, roads, parking areas, sidewalks, paths, entryways, swale areas, conservation areas, access gates, pool, cabana and open areas in the Common Area. Declarant may convey the Common Area to the Association at any time in fee simple, free of any mortgages or other liens, except ad valorem taxes for the year of conveyance. The Association shall accept title to any real property or personal property offered to the Association by Declarant. The Association shall be permitted to mortgage or convey the Common Area to any homeowner association, public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such mortgage or conveyance shall be effective unless approved by 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. If ingress or egress to any Lot or Condominium Unit is through the Common Area, any conveyance or encumbrance of such section of the Common Area is subject to an easement for ingress and egress for the benefit of such Lot or Condominium Unit.

Section 5. **"Condominium Unit"** shall mean that portion of the Condominium Property which subject to exclusive ownership in accordance with Chapter 718, Florida Statutes, each of which separate Condominium Units shall be designated and identified in the Condominium Plats (described in the Declaration) for the residential condominium Communities contemplated to be created within the

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Property. The physical boundaries of each Condominium Unit shall be as delineated upon the Condominium Plats to be recorded in the Public Records of Hillsborough County, Florida.

Section 6. "Lot" shall mean any platted parcel of land shown as a lot on a recorded Subdivision Map or Plat (as defined in the Declaration) of the Property recorded in the Public Records of Hillsborough County, not including any Condominium Unit, any real property owned in fee simple by the Association, or any Community Common Area or Limited Common Area (as defined in the Declaration).

Section 7. **"Owner"** shall mean the record owner, whether one or more persons, of the fee simple title to any Lot or Condominium Unit, including without limitation contract sellers, but excluding any other person holding such fee simple title only as security for the performance of an obligation. As the context may admit, Owner includes all persons (i) claiming any right, title or interest in a Lot or Condominium Unit by, through, or under any Owner, or (ii) lawfully upon the Properties with the consent of any Owner, express or implied, such as an occupant.

Section 8. **"Declarant"** shall mean TREMONT AT BAY PARK, LLC, a Florida limited liability company, whose address is 2502 North Rocky Point Drive, Suite 1050, Tampa, Florida 33607, and its successors and assigns, if such successors and assigns are designated in writing as the successors and assigns of Declarant's rights hereunder. Unless specifically assumed, an assignee Declarant shall not be liable for acts or omissions made by or on behalf of an assignor Declarant prior to the date of assignment. Declarant may make a partial assignment of any of its rights or obligations hereunder, and retain similar rights.

Section 9. **"Declaration"** shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions for Tremont at Bay Park. The Declaration is not intended to and does not create a condominium or condominium association.

Section 10. **"Member"** shall mean every person or entity that holds membership in the Association.

Section 11. **"Governing Documents"** shall mean and collectively refer to the Bylaws and Articles of Incorporation of Tremont at Bay Park Homeowners Association, Inc. and the Master Declaration of Covenants, Conditions and Restrictions of Tremont at Bay Park.

Section 12. Non-Defined Terms. All terms not defined in these Bylaws shall have the same meaning as are attributed to them in the Declaration and the Articles.

ARTICLE III
MEMBERS

Section **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.

Section 2. Member Register. The Secretary of the Association shall maintain a register in the office of the Association showing the names and addresses of the Members. Each Member shall at all times advise the Secretary of any change of address of the Member or any change of ownership of each Members' Lot or Condominium Unit. The Association shall not be responsible for reflecting any changes until notified of such change in writing.

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ARTICLE IV
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held within thirteen (13) months of the previous annual meeting, at 7:00 p.m., unless a different time is established by the Board of Directors. The Board of Directors shall not hold the annual meeting on a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of one-fourth (1/4) of the Class A Members who are entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Attendance at Meetings. Any person entitled to cast the votes of a Member, and in the event any Lot or Condominium Unit is owned by more than one (1) person, all co-Owners of a Lot or Condominium Unit may attend any meeting of the Members. Any person not expressly authorized to attend a meeting of the Members, as set forth above, may be excluded from any meeting of the Members by the presiding officer of such meeting.

Section 5. Organization. At each meeting of the Members, 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 the Meeting, shall act as Secretary of the meeting.

Section 6. Minutes. The minutes of all meetings of the Members shall be kept in a book or on tape available for inspection by the Members or their authorized representatives and the Board of Directors, at any reasonable time.

Section 7. Quorum. At meetings of Members, the presence of Members, in person or by proxy, entitled to cast one-tenth (1/10) of the votes of each class of Membership shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting of the time, date, and place that the meeting will be reconvened, provided that a quorum is obtained.

Section 8. Proxies. At all meetings of Members, each Member may vote in person or by limited proxy duly appointed in writing which bears a date not more than three months prior to such meeting. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot or Condominium Unit. Members may not vote by general proxy.

Section 9. Parliamentary Rules. Roberts' Rules of Order (latest edition then in effect) shall govern the conduct of the meetings of Members when not in conflict with the Governing Documents.

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ARTICLE V
BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors of a minimum of three (3) and a maximum of seven (7) Directors, who need not be Members of the Association. The number of Directors shall always consist of an odd number.

Section 2. Term of Office. At the annual meetings of the Members, the Members, when entitled, shall elect Directors for a term of one year or until the next annual meeting of the Members whichever is later. The term of each Director's services shall extend until the next annual Members meeting and until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

Section 3. Removal. Any Director may be removed from the Board of Directors, with or without cause, by the vote or agreement in writing of a majority of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VI
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Members or non-members of the Association may be nominated.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At the election the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Members must vote in person at a meeting or by a ballot the Member personally casts. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII

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MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Meetings of the Directors shall be open to all Members and notices of such meetings shall be posted in a conspicuous place on the Association property at least forty-eight (48) hours in advance of a meeting, except in emergency. Notice of any meeting in which assessments against Lots and Condominium Units are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.

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

Section 3. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, shall be regarded as the act of the Board of Directors.

Section 4. Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by the Members or the Directors, at any reasonable time.

ARTICLE VIII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

A. Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for any infraction thereof;

B. Suspend the voting rights and right to *use* of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations;

C. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the Governing Documents;

D. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

E. Appoint by resolution, committees as from time to time may be deemed necessary which may exercise such powers, duties and functions as may be determined by the Board of Directors which may include any powers which may be exercised by the Board of Directors.

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

A. Cause to be kept minutes of all meetings of the Members and Board of Directors.

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B. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

C. As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Lot and Condominium Unit at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner at least thirty (30) days in advance of each annual assessment period;

(3) Foreclose the lien against any property for which assessments are not paid or to bring an action at law against the Owner personally obligated to pay the same;

D. Issue, or to cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

E. Procure and maintain adequate liability and hazard insurance on property owned by the Association;

F. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

G. Cause the Common Area to be maintained;

H. Supervise and ensure the making of necessary repairs, additions and improvements to, or alterations of the Property;

I. Maintain bank accounts on behalf of the Association and designate signatories required therefor;

J. Enter into and upon any portion of the Property, including any Lot or Condominium Unit when necessary to maintain, care and preserve any real or personal property in the event the respective Owner fails to do so;

K. Perform all duties and obligations of the Association as set forth in the Governing Documents and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.

ARTICLE IX
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be Members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

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Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section 5. Resignation and Removal. Any Officer may be removed from office with or without cause by the Board of Directors. Any Officer may resign at any time giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time as specified, and unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special appointments created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

A. President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

B. Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

C. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board of Directors.

D. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures and deliver a copy of each to each of the Members.

ARTICLE X
INDEMNIFICATION

The Directors and officers of the Association shall be indemnified by the Association to the fullest extent now or hereinafter permitted by law and shall not be personally liable for any act, debt, liability or other obligation of the Association. Similarly, Members are not personally liable for any act,

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deb of Association. A Member may become liable to the Association for dues, ed v1 assew.

ARTICLE XI
COMMITTEES

The Board of Directors may appoint a committee, which is responsible for the review and approval of all plans, specifications, and other materials describing or depicting improvements, and additions or modifications thereto, to be constructed on the Property. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XII
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times be subject to, inspection by any Member. The Declaration, the Articles and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost. The Association shall be required to make available to perspective purchasers of any Lot or Condominium Unit, current copies of the Governing Documents and the most recent annual financial statement of the Association.

ARTICLE XIII
ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessment not paid within thirty (30) days after its due date shall be deemed delinquent, shall bear interest from its initial due date at the maximum rate of interest allowed by law and shall be subject to a late charge for costs of collection. The Association may sue the Owner personally obligated to pay such assessment for a money judgment, or it may foreclose its lien against such Owner's Lot or Condominium Unit, or both. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien, or its priority. No Owner may waive or escape liability for the Association's assessments by non-use of the Common Area or by abandonment of such Owner's Lot or Condominium Unit. In addition, if an Owner has not paid an assessment within ninety (90) days after its due date, the Association may shut off water service to the Lot or Condominium Unit after three (3) days notice to the Owner.

ARTICLE XIV
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Tremont at Bay Park Homeowners Association, Inc., the year "2006" and the words "Corporation Not-For-Profit". The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the Association.

ARTICLE XV
AMENDMENTS

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rhes am di at a al meek f t rs by a Jute of a majority of the Owners, except that the Department of Housing and Urban Development or the Veterans Administration shall have the right to veto amendments while there is a Class B membership in existence. Notwithstanding the foregoing, the Declarant specifically reserves the right to amend these Bylaws in order to comply with the requirements of the Department of Housing and Urban Development, Veteran's Administration, Southwest Florida Water Management District, Federal National Mortgage Association, or any other governmental agency.

ARTICLE XVI
MISCELLANEOUS

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

Section 2. Partial Invalidity. If any of the provisions of these Bylaws shall be or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

Section 3. Conflicts. In the event of any conflict, any applicable Florida statute, the Declaration, Articles, Bylaws and the rules and regulations of the Association shall govern, in that order.

Section 4. Captions. Captions are utilized only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these Bylaws or the intent of any provision.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of **TREMONT AT BAY PARK I HOMEOWNERS ASSOCIATION, INC.,** a Florida corporation not for profit; and

THAT the foregoing Bylaws constitute the original Bylaws of the Association, as duly adopted by consent and unanimous approval of the Board of Directors.

IN WITNW WHEREOF, I have hereunto subscribed my name and affixed the seal of the Association this f2. day of January, 2007.

Stacy L. Rumage
Secretary

CERTIFIED COPY
THIS IS NOT A

EXHIBIT "D"

TREMONT AT BAY PARK

BEING A REPLAT OF A PORTION OF LOT **10** AND ALL OF LOT 11 OF
RUSKIN COLONY FARMS AS RECORDED IN PLAT BOOK 5, PAGE 63

SECTIONr 5; TOWNSHIP 32 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA.

"In Zs/

NW1CIFI

77H AVENUE NE

BARCLAY WOOD DRIVE

NEWMONT CIRCLE

GRENN CROSS DR.

LOT 10

LOT 7

LOT 3

LOT 1

251N

S 88°49'18" W 328.80'

WIN1CONDO YR II

LEGEND

DAVID L SUM

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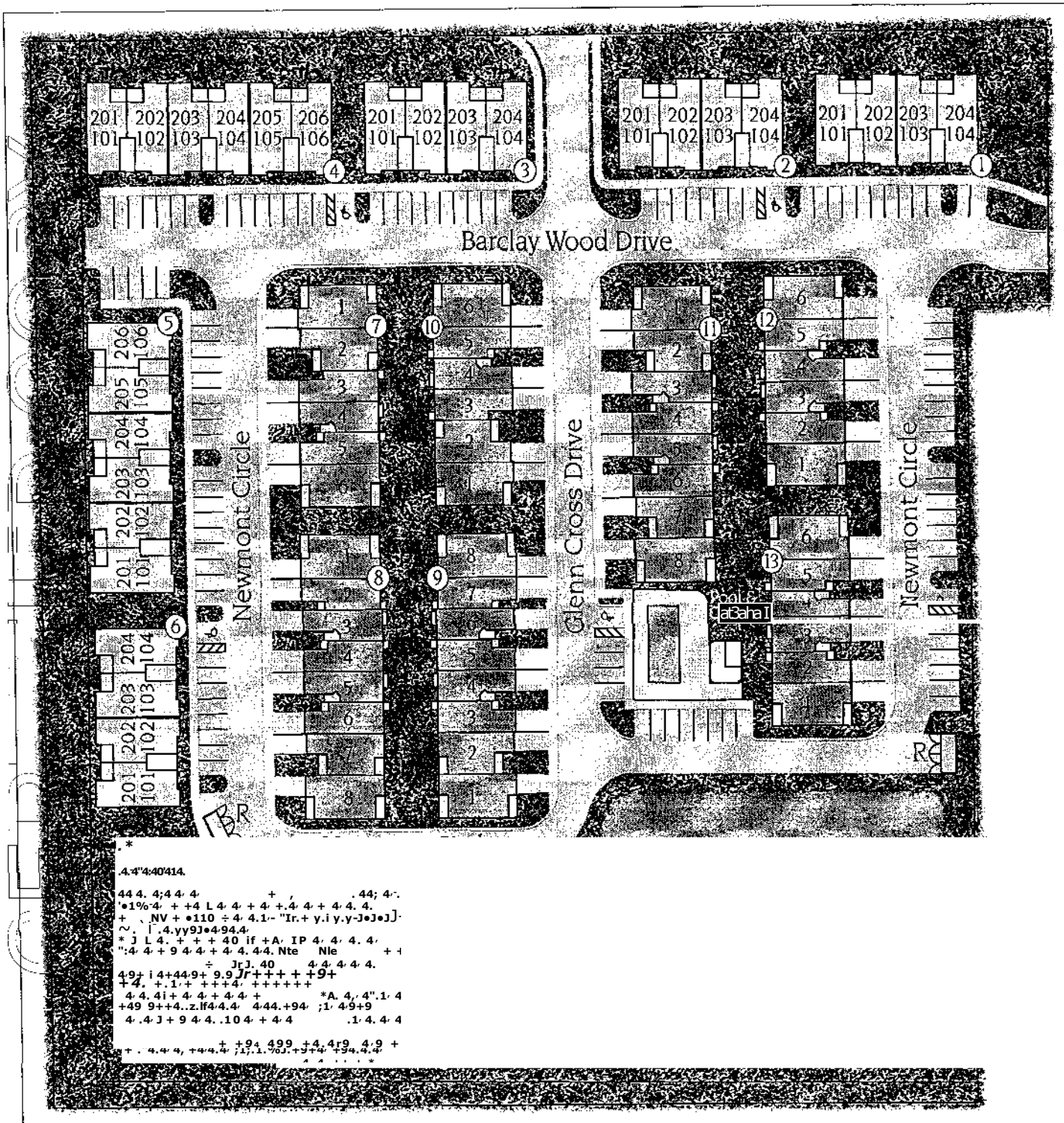

J13R:ION

LEGEND:

Stacked Flats

Townhomes with garages

R Receptacles

EXHIBIT "E"

IT IS SNOTA