This Instrument Prepared By:
GARY A. GIBBONS, Esquire
P.O. Box 2177
Tampa, FL 33601

RETURN TO: Lucille Lampp
819 Thompson Rd
Lithia, FL 33547

INSTR # 2003251110
O BK 12777 PG 1612
RECORDED 06/23/2003 09:49:22 AM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK B King

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

LITHIA RANCH SUBDIVISION

PHASE I AND PHASE II

THIS DECLARATION is made this 19th day of June, 2003, by JHL INVESTMENTS L.L.C., a Florida Limited Liability Company, hereinafter called "Developer."

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create a residential community on such property with open spaces and other common properties for the benefit of such community, to be known as "Lithia Ranch Subdivision, Phase I" and "Lithia Ranch Subdivision, Phase II"; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in Lithia Ranch Subdivision Phase I and Lithia Ranch Subdivision Phase II, and for the maintenance of its common area; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in Lithia Ranch Subdivision Phase I and Phase II, to delegate and assign to a newly formed nonprofit corporation the powers of maintaining and administering the common area and administering and enforcing these covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer has incorporated or will incorporate under the laws of the State of Florida, as a nonprofit corporation, LITHIA RANCH HOMEOWNERS ASSOCIATION, INC., for the purposes of exercising the functions stated above, which Association is not intended to be a "Condominium Association" as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes).

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions to such real property as may be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words shall have the following meanings:

(a) "Articles" means the Articles of Incorporation of the Association.

(b) "Association" shall mean Lithia Ranch Homeowners Association, Inc., a Florida not for profit corporation, its successors and assigns.

(c) "Board of Directors" or "Board" shall mean the Board of Directors of the Association.

(d) "Bylaws" shall mean the Bylaws of the Association.

(e) "A.R.B." shall mean the Architectural Review Board of the Association.

(f) "Ag. Committee" or "Agricultural Committee" shall mean the Agricultural Committee of the Association.

(g) "Common Area" shall mean and refer to those areas of the Property (as hereinafter defined) designated on the recorded map or plat of the Property as Drainage areas, easements, detention/retention areas, mitigation areas, buffered areas, and wetland conservation areas and upland preservation areas. The "Common Area" specifically includes, but is not limited to, the Surface Water Management System (as hereinafter defined).

(h) "Common Expenses" shall mean and include all expenses incurred by the Association in connection with: its maintenance of the Common Area, and other obligations set forth in this Declaration regarding the Common Area; the operation of the Association; expenses incurred by the Association in connection with the enforcement of the Rules and Regulations adopted by the Board or the Association; and the restrictions created herein; and such other expenses as may be otherwise incurred by the Board. "Common Expenses" shall specifically include, but not be limited to, any and all expenses incurred by the Association in operating and maintaining the Surface Water Management System.

(i) "Developer" shall mean JHL INVESTMENTS, L.L.C., a Florida Limited Liability Company, and its successors and assigns. Any rights specifically reserved to Developer in any instrument of conveyance shall not inure to the benefit of its successors or assigns unless Developer assigns such rights in a recorded instrument to such successor or assignee and such successor or assignee accepts the obligations of Developer. The Developer may assign or pledge any or all of its rights reserved under the Rules and Regulations upon a specific designation to such assignee in an instrument of conveyance or assignment. Reference to JHL Investments, L.L.C. as the Developer is not intended, and shall not be construed, to impose upon JHL Investments, L.L.C. any obligation or liability for the acts or omissions of third parties who purchase Lots within the Subdivision from JHL Investments, L.L.C. and develop and resell such Lots.

(j) "Improvements" shall mean all structures of any kind, including, but not limited to, any building, residence, building addition, fence, accessory building, wall, sign, parking area, alteration, deck, patio, pool screen enclosure, decoration, landscaping, or landscape device or object.

(k) "Lot" shall mean any subdivided residential lot that is a part of the Property as reflected in the recorded maps or plats of the Property.

(l) "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot but, notwithstanding any applicable theory of the mortgage law, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired fee simple title pursuant to a foreclosure or a deed in lieu of foreclosure.

(m) "Member" shall mean a person or entity entitled to membership in the Association as provided in the Articles and herein and shall be synonymous with the terms "Owner" and "Lot Owner."

(n) "Turnover" shall mean that date following conversion of Class "B" votes to Class "A" votes upon which the Developer conducts a Special Meeting of the Membership for the purpose of electing officers and directors of the Association, as set forth in Article VII of this Declaration.

(o) "Property" or "Subdivision" shall mean the real property located in Hillsborough County, Florida, which is legally described on Exhibit "A" and Exhibit "B" attached hereto and subject to this Declaration, which shall be commonly known as the Lithia Ranch Subdivision, Phase I and Phase II, according to the maps or plats recorded in the Public Records of Hillsborough County, Florida. The Property described on Exhibit "A" shall be platted as Phase I of Lithia Ranch Subdivision. The Property described on Exhibit "B" shall be platted as Phase II of Lithia Ranch Subdivision.

(p) "County" shall mean Hillsborough County, Florida.

(q) "Declaration" shall mean this document.

(r) "Rules and Regulations" shall mean any rules and regulations adopted by the Board pursuant to the Bylaws.

(s) "Surface Water Management System" shall mean the surface water management system located on the Property as permitted by the Southwest Florida Water Management District, which shall include, but not be limited to, the areas depicted on the plats of the Subdivision as drainage areas, easements, detention/retention areas, buffered areas, mitigation areas, wetland conservation areas, upland preservation areas and related appurtenances.

(t) "Institutional First Mortgage" shall mean a mortgage which is a first lien on a Lot that is held by the Developer, a bank, savings bank, a credit union, an insurance company, a real estate investment trust, an agency of the United States government, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, an institutional mortgage banker, or any other recognized lending institution.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

The real property, which shall be subject to this Declaration upon its recordation in the Public Records of the County, is the Property legally described on Exhibit "A" and Exhibit "B" attached hereto. These covenants shall run with the title to the Property, and the grantees, their heirs, successors and assigns, claiming under or through any deed conveying the Property, or any parts or portions thereof, shall be deemed, by the acceptance of such deed, to have agreed to observe, comply with and be bound by the covenants, conditions, easements and restrictions hereinafter set forth.

ARTICLE III
USE RESTRICTIONS

Section 3.1 Use. Each Lot may be improved and used for single family residential purposes, and only one (1) single detached conventional, site-built family home, approved in accordance with Article XI, may be constructed thereon. Agricultural activities may be conducted upon a lot upon a Lot Owner obtaining prior written approval by the Agricultural Committee as described further in Article XII, on a case by case basis. With the Developer's prior written consent, model homes and offices of the Developer (or its assignee) offices of builders approved by the Developer, may be permitted for developing the Property. Upon sale of any Lot by the Developer, said Lot shall be used for single family residential purposes. No buildings or other improvements at any time situate on any Lot shall be used for any amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic, or manufacturing purposes, or as a professional office, and no billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in these Covenants. No building or other improvement situated on any Lot shall be rented or leased separately from the rental or lease of the entire Lot and no part of any such building shall be used for purposes of renting rooms therein or as a boarding house, hotel, tourist or motor court or any other type of transient accommodation.

Section 3.2 Additional Temporary or Permanent Structures, etc. All Improvements must be constructed of new materials, and must be approved by the Developer or the Architectural Review Board (A.R.B.), in accordance with Article XI.

(a) All building plans for any and all improvements shall be reviewed and approved by the Developer and/or the A.R.B., as applicable , so as to prevent non-conforming improvements from being built.

(b) Out buildings, utility buildings, shops, detached garages, stables, barns, animal pens or cages, corrals and other Improvements attached or not attached to the main dwelling for personal use of the Owner must be approved by the Developer or the A.R.B. prior to construction. Any and all above referenced improvements (and any not listed) and any proposed agricultural use must first be approved by the Agricultural Committee pursuant to Article XII. After obtaining approval by the Agricultural Committee, the lot owner must then obtain construction approval by the A.R.B. These improvements must match the exterior color of the main dwelling or have similar, compatible color schemes, as approved by the Developer or the A.R.B. Carports are prohibited. The location of the placement of any of the foregoing structures must be approved by the Developer or the A.R.B. prior to the construction, and may not be re-located or moved without the prior written consent of the Developer or the A.R.B. Also see Section 3.19 Setbacks with regard to location restrictions for detached buildings or improvements. Construction of said buildings, barns, stables etc.,

permanent or temporary, are permitted prior to the construction of the main dwelling with approval by the A.R.B., prior to construction of the proposed building, Improvement etc. However, said Improvements must be constructed far enough from the rear property line so as to comply with the location restrictions and improvement setbacks described in Section 3.19 of this Declaration.

(c) Satellite dishes, antennas, and clotheslines: With prior A.R.B. approval, Satellite dishes and antennas may be placed in the rear yards or attached to the rear of the house only. Satellite dishes shall not exceed 24 inches in diameter. The A.R.B. may restrict the size of antennas which may be placed on any Lot. No clothes lines (permanent, temporary, or portable) shall be placed in any yard, on any Lot. Clothes lines are prohibited. The drying or airing of clothes outside of the residential dwelling is prohibited.

(d) All garbage or trash containers shall be placed in the side or rear yards, except that the garbage cans may be placed in the front yard on the scheduled dates of collection of garbage and trash. Garbage shall not be permitted to accumulate per Article III, Section 3.5 of this Declaration.

(e) All bottled gas tanks, water filtration or softener tanks, or associated tanks or associated equipment shall be placed in the side or rear yards only.

(f) All water wells, pumps and tanks shall be placed in the side and/or rear yards only.

(g) All septic tanks and drain field lines (Septic System) shall be placed in the side or rear yards; provided, however, that Septic Systems may be placed in the Front yard, if the maximum fill is 10 inches or less and provided, further, that a variance to allow construction of the Septic System in the front yard is obtained in writing and in advance of the commencement of construction from the Developer or the A.R.B.

(h) There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise ("Mining Activity") undertaken within any portion of the Property. Activities of the Developer or its successor or the Association in dredging any lakes or creating, excavating or maintaining drainage or other facilities or easements shall not be deemed Mining Activities, nor will the installation of wells or pumps in compliance with applicable governmental requirements for potable water, or for sprinkler or irrigation systems for any part of the Property be deemed a Mining Activity.

(i) No antennas, aerials or satellite dishes shall placed upon any Lot without the prior written consent of the A.R.B., in accordance with Article XI.

(j) No Improvement of any kind shall be moved from any other place onto any Lot, nor from one Lot to another Lot, without the prior written consent of the Developer or the A.R.B.

Section 3.3 Subdividing Lots. No Lot shall at any time be sold or transferred other than in its entirety, as a whole Lot. Re-platting is prohibited. Conveyances of less than a full platted Lot are prohibited.

Section 3.4 Building Standards. All building plans for any and all improvements shall be reviewed and approved by the Developer and/or the A.R.B., as applicable , so as to prevent non-conforming improvements from being built. All residences constructed on any Lot shall conform to the following building standards:

(a) Only one (1) single family dwelling may be constructed on any Lot.

(b) Minimum residence size shall be not less than 2,300 square feet of air-conditioned living space. No mobile homes shall be allowed to be placed upon any Lot.

(c) Each residence shall have at a minimum a two (2) car enclosed garage (attached or detached) with the garage door being a minimum of sixteen feet in width. Carports are prohibited.

(d) Each residence shall be built of new materials or other approved materials and shall be painted as approved by the A.R.B. Initial construction of the residence, the garage, and all other Improvements shall be completed within twelve (12) months from the date of commencement of construction thereof.

(e) The exterior surfaces of residences may not be unfinished (i.e., incomplete construction, including painting or approved siding) nor allowed to remain in a state of disrepair. All exterior colors must be approved by the Developer/A.R.B.

(f) All Improvements shall be constructed in accordance with the setback requirements imposed by the Hillsborough County Zoning Code or as otherwise shown on the recorded map or plat of the Subdivision, or as set forth in these Restrictions.

(g) Each Lot will have at a minimum, a culvert within the right of way or swale for access over the right of way or swale to the lot. Culverts must have mitered ends with a concrete boundary. Said culvert shall be completed not later than thirty (30) days from the completion of the main dwelling.

(h) Any Lot that is required by Hillsborough County to have a raised septic system must have, at a minimum, a 1 foot by 8 foot fill dirt slope.

(i) Roofs shall be built up and be of a shingle, clay tile, Corrugated metal or concrete tile construction.

(j) Exterior walls of residences shall be finished with stone, wood siding, vinyl siding, brick or stucco.

(k) All mailboxes shall be located to meet the requirements of the U.S. Postal Service. All mailboxes shall be approved for design by the A.R.B. prior to installation.

Section 3.5 Appearance of Lots. No Lot or any part thereof shall be used as a dumping ground for rubbish. Each Lot, whether occupied or unoccupied, shall be maintained clean from refuse, debris, rubbish, and unsightly growth. No stripped, unsightly, offensive, wrecked, junked, dismantled, inoperative vehicles or portions thereof, or similar unsightly items, and no furniture or appliance designed for normal use or operation within a dwelling, shall be parked, permitted, stored, or located upon any Lot in any such manner or location as to be visible from the public street or neighboring Lots. No lumber, brick, stone, cinder block, concrete, or other building materials, scaffolding, or any other construction building objects shall be stored on any Lot, unless housed in an A.R.B. approved out building or location, except for the purpose of immediate use for construction or repair on the residence located on said Lot. All mechanical devices, tools, equipment, machines, tractors, lawn mowers, equipment implements, etc. must be stored in the rear yards, not closer than 50feet to any rear or side yard lot line. Above mentioned items must be housed in an A.R.B. approved building or placed in an area of the Rear yards only, as described

previously above. At no time will these items be allowed to cause an unsightly or cluttered environment on a lot.

Section 3.6 Lot Upkeep and Maintenance. Each Owner shall keep and maintain such Owner's Lot(s), together with the exterior of all buildings, structures, and other Improvements located thereon, in a first class, neat, attractive, sanitary, and substantial condition and repair, including, without limitation, having the grass regularly cut, weekly (if a residence has been constructed on the lot) from April to September, with a minimum of 4 acres of pastureland regularly cut a minimum of 3 times per year. If residence has not been constructed on a lot, a minimum of 5 acres must be regularly cut a minimum of 3 times per year. Each Lot Owner shall exercise such generally accepted garden management practices as are necessary to promote a healthy landscaped environment, and shall comply with such rules as may be erected by the AG. Committee pertaining to such matters. All Owners shall maintain their roofs, gutters, downspouts, exterior building surfaces, fences, lighting fixtures, shrubs and other vegetation, walks, driveways, and all other exterior items, such as to keep the same in a condition comparable to their original condition (as approved by the Developer or the A.R.B), normal wear and tear excepted. If an Owner shall fail to abide by the provisions of this restriction, the Association shall have the right upon reasonable notice to such Owner to enter upon such Owner's Lot and make such repairs and perform such other work as may reasonably be required for the proper maintenance of such Lot and the Improvements located thereon and to make a reasonable charge to the Owner for such services. Such charge shall be deemed to be a special assessment and shall be secured by a lien on the violating Owner's Lot.

Section 3.7 Parking. Wheeled vehicles of any kind, including trailers, campers, motor homes, recreational vehicles, boats, boat trailers, or other water craft, may not be parked in the front yards. All of the above mentioned wheeled vehicles must be parked in the rear yards or housed in the approved garage (attached or detached), approved utility or out building, all of which shall match the exterior of the main dwelling, as described above in Section 3.2. This restriction does not include nor does it apply to private passenger vehicles. All inoperable vehicles must be parked in the garage or in an enclosed out building. No vehicles shall be parked on the street or common areas, or in the right of way overnight. Light duty commercial vehicles and trailers are permitted to be parked in the garage (attached or detached), approved utility or out-building or rear yards only. A limit of two light duty commercial vehicles may be parked on any lot, so long as the vehicle does not have a utility trailer of any kind (see above for Utility trailer parking). All other commercial vehicle parking shall be governed by Hillsborough County Zoning Regulations, as amended from time to time. The foregoing notwithstanding the Developer and its contractors and invitees shall be allowed to park vehicles and equipment on lots owned by the Developer.

Section 3.8 Animals and Pets. No monkeys, apes, wild, zoo or circus animals, shall be kept, permitted, raised, or maintained on any Lot, except as permitted in this Section or unless otherwise approved by the Agricultural Committee. Domesticated household pets in excess of four (4) per lot, must be approved by the Agricultural Committee. If such animal, in the sole and exclusive opinion of the Developer, the Agricultural Committee, or the Association become dangerous or an annoyance or nuisance in the neighborhood or nearby property, or cause a prolonged offensive odor or appearance or be destructive of any wildlife, they may not thereafter be kept in or on the lot. No person having possession, charge, custody, or control of any household pet, including but not limited to dogs and cats, shall cause, permit or allow such animal to stray, run, be, go or in any other manner, at large in or upon the private or public street, right of way, or common area or private property of others, without the express or implied consent of such owner, nor shall any household pet be permitted to bark or make noise, which, in any way, would constitute a public nuisance.

Below is a list of some of the proposed/approved Animals and per lot limits which may be approved by the Agricultural Committee, in the Committee's discretion. All Animals/pets over two (2) for personal or agricultural use by a Lot Owner, and all animals described below must be approved by the Agricultural Committee. See Article XIII, Agricultural Control;

1. Horses (5) Maximum per lot or;
2. Cows (5) Maximum per lot or;
3. Donkeys (5) Maximum per lot or;
4. Goats (8) Maximum per lot or;
5. Llamas (5) Maximum per lot or;
6. Emus (5) Maximum per lot or;
7. Peacocks (2) Maximum per lot or;

8. Swine (2) Maximum per lot, for personal use or youth livestock activities only and must be elevated off the ground or have concrete flooring in their pen. No prolonged offensive odor will be permitted.

9. Dogs are permitted with per lot limits to be determined by the Agricultural Committee on a case by case basis. No commercial dog kennels will be permitted on any lot and dog pens will be limited by the Agricultural Committee, on a case by case basis.

10. Poultry are permitted with prior Agricultural Committee approval. No chicken farms will be permitted.

All animal pens, cages, corrals, etc. must have prior approval from the Ag. Committee and the A.R.B. and must comply with additional "Improvements" setbacks as described in Article III, Section 3.19, (b).

Section 3.9 Vegetables, Citrus, Plants, Trees, etc. Growing of fruits and vegetables is permitted for personal, household use of an Owner. Prior written Agricultural Committee approval is required for the growing of fruits and vegetables for wholesale distribution. Any other commercial agricultural use must be approved by the Agricultural Committee in advance.

Section 3.10 Commercial Activities. The Association shall have the power to purchase and own any Lot for such purpose as may be deemed by the Board to be necessary or beneficial for the Members, including, but not limited to, recreational purposes. The Agricultural Committee will limit commercial activities to limit traffic within the subdivision.

Section 3.11 Signs. No sign of any nature shall be erected or displayed on any Lot except for various "for sale" signs for personal property, such as, yard sales, vehicle, Lot Sale, Home for Sale, and Home for Rent. No commercial business sign may be erected. Signs must be attractive and for temporary use only. Any other sign not listed herein shall require approval from the A.R.B.

Section 3.12 Fences. All fences must be approved prior to construction by the A.R.B. All fences must be of new materials. All fences shall be "permitted" by the Hillsborough County Building Department. Privacy fences for the rear yards are permitted upon approval, by the Developer/A.R.B. All fences shall be constructed with the posts on the inside of the fence. The minimum post diameter is 4". Fences shall be constructed and maintained so as to be aesthetically pleasing. Approval guidelines are as follows:

	Max. Height:	Material:
Front Yard	4 feet maximum	Wood, PVC, or Field Fence
Side Yard	5 feet maximum	Wood, PVC or Field Fence
Rear Yards	6 feet maximum	Wood, PVC, Chain Link or Field Fence (barbed wire as approved by the A.R.B.)

Color: VARIOUS (TO BE DETERMINED/APPROVED BY DEVELOPER/ A.R.B.)

- Front Yard is defined as that portion of a Lot extending from the front wall of the house to the front property line.
- Side Yard is described as that portion of a Lot extending from the side walls of the house outward to the side property lines, but excluding the Front Yard and the Back Yard.

- Rear or Back Yard is described as from the back wall of the house to the rear property line.

- Except for corner lots (2 sides abut a county road). Corner lots will have front yard set backs and front yard fencing restrictions. Side and Rear yards are adjusted accordingly with corner lot set backs and fencing guidelines. Also, see Article III, section 3.19-(a) for additional description of Corner lot setbacks. Corner lots abutting Browning Road may have privacy fences constructed along the side Lot line with A.R.B. approval, prior to construction of said privacy fence.

Section 3.13 Air Conditioning Units and Reflective Materials. No window or wall air conditioning units shall be permitted in a dwelling on a Lot unless the consent of the A.R.B. is obtained. No dwelling on a Lot shall have aluminum foil placed in any window or glass door. No air conditioning equipment unit shall be placed in the Front Yard of any Lot.

Section 3.14 Exterior Alterations. No structural changes, exterior color changes, or alterations shall be made or added to any dwelling on a Lot without the prior written approval of the A.R.B.

Section 3.15 Destruction of a Dwelling. In the event that any dwelling or any Improvement on a Lot is destroyed by casualty or removed for any cause whatsoever, any replacement must be with a dwelling or an Improvement of a similar size and type. The plans and specifications for any such replacement dwelling or Improvement must be approved, in writing, by the A.R.B.

Section 3.16 Landscaping, Trees, Sodding and Driveways. Lawn maintenance of any drainage areas, common areas and the front entrances, including that area adjacent to Browning Road shall be the responsibility of the Association. The Detention/Retention area of the pond(s) and its buffered areas must be kept free of any debris and/or garbage and shall be mowed a minimum of four times per year, which shall be the responsibility and expense of the Association. With regard to the Retention/Detention Pond(s) located directly on a Lot the owner of said Lot may elect to maintain the common area for the Association. However if the Lot Owner does not comply with regular maintenance of the Retention/Detention Pond(s) the Association may include the maintenance for this Pond, with the scheduled maintenance of the other Common Areas. If the Lot Owner elects to maintain this common area, the lot owner will not be entitled to any compensation for the

maintenance, unless approved by the Association. Neither the Association nor any other lot owners in the subdivision may use the Retention/Detention Pond(s) for any reason other than the approved drainage plan. The Lot Owners abutting the easements and county right-of-ways shall perform lawn maintenance of the utility easement areas and the swales or ditches directly in front of their lot. This Lot Owner lawn maintenance requirement includes the utility easements and drainage areas located along Browning Road, Lithia Ranch Road, Lithia Towne Road, and any private easement roads created by the Developer or the Association within the subdivision regardless of whether or not Hillsborough County also conducts maintenance activities in these areas. Each adjoining Lot Owner shall remove all debris and trash from the above-mentioned drainage areas. Each Owner of each Lot shall, at his or her expense, keep their Lot, including any easement areas located on such Lot, free of tall grass (as described in Section 3.6 previously), undergrowth, dead trees, dangerous and/or dead tree limbs, weeds, trash and rubbish, and shall keep such Lot at all times in a neat and attractive condition. Paved or gravel yards in lieu of grass or sod is prohibited. Artificial grass products or carpeting for lawns are prohibited. The Owners of Lots 5 and 6 in Block 4 of Phase I are jointly and severally responsible for the maintenance and landscaping of the entire 30 feet of the ingress /egress easement , otherwise known as Wagon Trail Run at the above mentioned lot owners expense (and not the expense of the Association). The Owners of Lots 9 and 10 in Block 5 of Phase II are jointly and severally responsible for the maintenance and landscaping of the entire 30 feet of the ingress/egress easement, otherwise known as (Street Name as shown on Phase II, Final Plat) at said above-mentioned lot owners expense (and not the expense of the Association). The Owners of Lots 5 and 6 in Block 5 of Phase II are jointly and severally responsible for the maintenance and landscaping of the entire 30 feet of the ingress/egress easement, otherwise known as (Street Name as shown on Phase II, Final Plat) at the above mentioned lot owners expense (and not the expense of the Association).

In the event the Owner fails to comply with the preceding sentence of this Section, the Association shall have the right, but not the obligation, to go upon such Lot and to cut and remove all tall grass, undergrowth and weeds, and to do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain the Property in a neat and attractive condition, all at the expense of the Owner of such Lot, which expense shall constitute a special assessment and a lien against the Lot.

Section 3.17 Swimming Pools. All swimming pools must be enclosed by fence or other enclosure as approved by the A.R.B., and as is permitted by local governmental laws and regulations. A swimming pool may not be located in the front yard of any Lot. All swimming pools shall be located in the Rear Yard, unless otherwise approved by the A.R.B. No above ground swimming pools will be permitted on any Lot. Above ground portable spas or hot tubs shall be allowed in the Rear Yard, only.

Section 3.18 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on any Lot or in the subdivision that may be or may become an annoyance or nuisance to the neighbors or to the neighborhood.

Section 3.19 Setbacks. No dwelling shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling. No Improvement or dwelling shall be erected nearer than 50 feet from a front lot line on any Lot. No Improvement or dwelling shall be erected nearer than 25 feet from a side lot line, except where said lot line abuts a street, in which case no structure shall be erected nearer than 50 feet from a side street lot line. No Improvement or dwelling shall be erected nearer than 50 feet from a rear lot line. The Developer or the A.R.B. may alter the front, rear and swimming

pool setbacks so long as such alterations do not conflict with Hillsborough County regulations.

(a) Corner lots (i.e., lots with two boundary lines abutting county road(s)) will have adjusted dwelling and improvement setbacks as follows:

Front lot line setback is 50 feet, one side lot line setback at 50 feet, one side lot line setback at 25 feet and a rear lot line setback of 25 feet.

(b) ADDITIONAL LOCATION RESTRICTIONS AND SETBACKS:

No out buildings, shops, barns, stables, animal cages or pens, corrals etc. shall be erected in the front yards and shall not be nearer than 50 feet to any abutting rear or side yards. Also see additional sections pertaining to further setback restrictions for permanent and/or temporary structures or improvements.

(c) LOCATION OF FRONT OF RESIDENCE PER LOT:

PHASE I:

BLOCK 1: Lots 1-9 the residence must face Lithia Towne Road only.
Lot 10 the residence may face Lithia Towne Road or may be constructed at a 45 degree angle facing toward the intersection of Lithia Towne and Lithia Ranch Roads. The residence may not face directly towards Lithia Ranch Road.

BLOCK 2: Lots 1-3 the residence must face Lithia Ranch Road only.

BLOCK 3: Lots 1-5 the residence must face Lithia Towne Road only.
Lot 6 the residence may face either Lithia Towne Road or Lithia Ranch Road or may be constructed at a 45 degree angle facing to the point of intersection of both roads.
Lots 7 and 8 the residence must face Lithia Ranch Road only.

BLOCK 4: Lots 1-4 the residence must face Lithia Ranch Road only.
Lot 5 the residence must face to the east towards the 30 feet of the ingress/egress easement also known as Wagon Trail Run .
Lot 6 the residence may face the 30 feet of the ingress/egress easement also known as Wagon Trail Run or may be constructed at a 45 degree angle facing towards the easement only.

PHASE II:

BLOCK 5: Lots 1-4 the residence must face Lithia Ranch Road only.
Lot 5 the residence must face to the east towards the 30 feet of the ingress/egress easement also known as (Street Name as shown on Phase II Final Plat) .
Lot 6 the residence must face to the east towards the 30 feet of the ingress/egress easement also known as (Street Name as shown on Phase II, Final Plat) , or may be constructed at a 45 degree angle facing towards the easement only.
Lots 7- 8, and Lots 11-14 the residence must face Lithia Ranch Road only.
Lot 9 residence may face either South, West or East but may not face North or away from the subdivision.
Lot 10 residence may face either South or West but may not face to the North or East away from the subdivision.

BLOCK 6: Lot 1 residence must face West to Lithia Ranch Road only.

Lots 2 and 3 the residence must face Lithia Ranch Road, but residence may be constructed on a 45 degree angle facing toward the intersection due to the corner lot status.
Lot 4 the residence must face East to Lithia Ranch Road only.

Section 3.20 Excavation and Fill Dirt. No additional fill dirt is permitted on any Lot to raise the elevation of the Lot. Hillsborough County does not permit "Filling the Lot" in a manner which is inconsistent with the approved construction plans for the subdivision. No excessive fill dirt is permitted to back fill a foundation, other than to gain the minimum slope, required by Hillsborough County for drainage. Fill is permitted within the foundation of the home. The only exceptions are: (i) filling for a septic tank as described in Section 3.4(i) of this Declaration; (ii) For lots in Phase II, Block 5 located in a flood zone area, these lots may be filled only in accordance with local and state agencies' regulations with regard to Building or improving in the Flood Zone "A" areas; or (iii) for Developer's or its successor's acts and activities in the development of the subdivision. No sod, topsoil, muck, trees or shrubbery shall be removed from the Property (except as approved in connection with approval of construction by the A.R.B. as provided in Article XI), and no change in the condition of the soil or the elevation of the land of the Property shall be made which results in any permanent change in the flow or drainage of surface water of or within the subdivision. This paragraph shall not be construed to preclude the Developer or the Board from making changes to the Lots, Common Areas or Association Property where such changes are necessary to the safety, preservation and well-being of the community. In such event, the Developer and the Board are required to use professional engineering advice and make such advice available to each of the owners. All lots must comply with this Section, including lots for which an exception to filling of the lots in a Flood Zone "A" area is allowed.

Section 3.21 Liability of Owners. Each Owner shall be liable to the Association for any damage to any of the Common Area or to any of the equipment or Improvements thereon which may be sustained by reason of the negligence or willful misconduct of the Owner or his family, relatives, guests or invitees, both minors and adults.

Section 3.22 Electrical Service. Developer shall pay the cost of installation of all electric transmission lines required to provide primary electrical power to the boundary line of each Lot in the Subdivision. The Lot Owner shall be responsible to pay all costs associated with installation of underground power lines and all cost required by Tampa Electric Company to connect and transmit the electrical service from the boundary line of the Owner's Lot to the Improvements to be constructed on the Owner's Lot. Developer shall have no responsibility to pay the cost of any electrical service installation costs for said utilities on Owner's Lot. Electrical service installation from the boundary line to the main dwelling shall be installed underground, and no overhead electrical power lines shall be allowed. If additional buildings or Improvements are located behind the dwelling (as permitted and described in Article III various Sections) that require substantial electrical service, Lot owner may be permitted overhead service upon approval and written consent from and by the Developer/A.R.B., on a case by case basis.

ARTICLE IV

SURFACE WATER MANAGEMENT SYSTEM

Section 4.1 Compliance with Codes and Regulations. All state, county, and local building codes, permits, zoning regulations, and other regulations which are now or may in the future be applicable to the Property shall be complied with concerning the construction or erection of any Improvement. It shall be the responsibility of each Lot Owner, at the time

of construction of any Improvement on his or her Lot, to comply with the construction plans for the Surface Water Management System pursuant to Chapter 40D-4, F.A.C., approved and on file with the Southwest Florida Water Management District ("SWFWMD"). The Lot Owners shall not remove native vegetation (including cattails) that becomes established within any wet detention ponds abutting their Lots. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot Owners should address any question regarding authorized activities within the wet detention ponds to SWFWMD Tampa Regulation Department and the Environmental Protection Commission (EPC) with regard to the delineated wetland areas including the buffers and wetland setback areas. No Lot Owner may construct or maintain any Improvement or undertake or perform any activity in the buffer areas, drainage easements areas, Detention or Retention areas, with regard to any delineated wetland areas, buffers or wetland setback areas, described in the approved permit and recorded maps or plats of the Subdivision, unless prior written approval is received from the SWFWMD Tampa Permitting Department pursuant to Chapter 40D-4, F.A.C.

Section 4.2 Maintenance of Surface Water Management System. For the first two years after initial approval from SWFWMD the Developer, and thereafter the Association, shall operate, maintain, and keep in good repair the Surface Water Management System. The Developer, Association, and/or its agents or employees shall have an easement for ingress and egress over each Lot for the purpose of carrying out its duty to maintain the Surface Water Management System. Additionally, no Lot Owner shall in any way alter or modify the Surface Water Management System or construct or permit to exist on any Lot any improvement which would obstruct or otherwise interfere with the Surface Water Management System.

Section 4.3 The Southwest Florida Management District has the right to take enforcement measures, including a civil action for injunction and/or penalties against the Association to compel it to correct any outstanding problems with the Surface Water Management System facilities.

Section 4.4 If the Association ceases to exist, all of the Lot Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility therefore, and the Southwest Florida Water Management District approves the assumption of liability by such alternate entity.

ARTICLE V

EASEMENTS

Section 5.1 General Easements. Each of the following easements, in addition to those that may now or hereafter be shown on any recorded map or plat of the Property or in any other document filed as to any part of the Property, are hereby reserved and otherwise created and conveyed in favor of the Association, all Owners, the Developer, and their respective licensees, invitees, grantees, and assigns, and are covenants and servitude's running with the title to the Property:

(a) Utilities. An easement for installation and maintenance of utilities, common areas and drainage facilities as shown on the recorded map or plat of the Property and as may otherwise be necessary to provide utilities and drainage to all parts of the Subdivision.

(b) Emergency Vehicles. An easement for the right of all lawful emergency vehicles, equipment, and persons in connection therewith to enter upon, over, through, and across all portions of the Property to service all parts of the Subdivision.

(c) Maintenance and Repair. An easement to enter upon, over, through, and across all portions of the Property for the purpose of maintaining, repairing, and replacing the Common Area.

(d) Construction. An easement to enter upon, over, through, and across and use any necessary portion of the Property in connection with any construction on the Property authorized by the Developer.

Section 5.2 Easements for the Developer. An easement is hereby reserved throughout the Common Area, including, without limitation, the streets and the easements shown on the recorded map or plat of the Property, by the Developer, for its use and the use of its agents, employees, licensees, and invitees, for all purposes in connection with the development, marketing, and sale of the Property.

Section 5.3 Restrictions on Owner Easements. No Owner shall grant any easements upon any portion of the Property to another person or entity without the prior written consent of the Association.

Section 5.4 Obstructions and Easements. No obstruction shall be maintained on any such Easement, reservation or right of way, and such easements, reservations and rights of way shall at all times be open and accessible to the public and quasi-public utility corporations, their employees and contractors and shall also be open and accessible to the Association, the Developer, their successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under and above such locations to carry out any of the purposes for which such Easements, reservations and rights of entry are reserved. No structure, shrubbery, trees, bushes or other material may be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities, or affect access to the easement areas for operation and maintenance. Such Easements and rights of way shall be continuously maintained by the Owner of the Lot, except for improvements or maintenance which a public authority or utility company is responsible.

ARTICLE VI

HOMEOWNERS ASSOCIATION

The Developer has caused Lithia Ranch Homeowners Association, Inc., a Florida not for profit corporation, to be incorporated. The Association shall have the duties imposed in the Articles and Bylaws of the Association and in accordance with this Declaration. The Association is or will become vested with primary authority and control over all of the Common Area. The Association is the organization with the sole responsibility to make and collect charges and assessments from all Owners in accordance with Article X of this Declaration.

ARTICLE VII

MEMBERSHIP AND VOTING RIGHTS

Section 7.1 Membership. Every Owner of a Lot shall automatically become a Member of the Association upon the acquisition of fee simple title to such Lot by filing a deed therefor in the Public Records of Hillsborough County, Florida. Membership in the Association shall be appurtenant to and may not be separated from the ownership of the Lots in the Subdivision. Membership in the Association with respect to each Lot shall continue until such time as the Member transfers or conveys of record his interest in such Lot. Such Member's membership in the Association, with respect to the Lot conveyed, shall automatically be conferred upon such transferee. The foregoing is not intended to include transfers of interests in Lots to persons who hold an interest in the Lot merely as security for the performance of an obligation of an Owner, and the giving of a security interest in a Lot shall not terminate the Owner's membership in the Association. No person or entity holding an interest of any type or nature whatsoever in any Lot as security for the performance of an obligation of an Owner shall be a Member.

Section 7.2 Voting. The Association shall have two classes of voting membership as follows:

(a) Class A: Class A Members shall originally be all Owners with the exception of the Developer for so long as there exists a Class B Membership. Class A members shall have one (1) vote for each Lot owned on all matters submitted to a vote of the members of the Association. In the event a Lot is owned by more than one individual or by a corporation or other entity, the Owner(s) shall file a certificate with the Secretary of the Association naming the person authorized to cast votes for such Lot. If the certificate is not on file, the Owner(s) of such Lot shall not be qualified to vote and the vote of such Owner(s) shall not be considered nor shall the presence of such Owner(s) at a meting be considered in determining whether the quorum requirement has been met. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned takes place. If a Lot shall be owned by husband and wife as tenants by the entirety, no certificate need be filed with the Secretary naming the person authorized to cast votes for such Lot, and either spouse, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any meeting of the Members, unless prior to such meeting either spouse has notified the Secretary in writing that there is a disagreement as to who shall represent the Lot at the meeting, in which case the certificate requirements set forth above shall apply.

(b) Class B: The Class B Member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each Lot owned on all matters submitted to a vote of the members of the Association. The Class B Membership shall cease and be converted to Class A Membership upon the happening of any of the following events, whichever occurs earlier:

(1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(2) Three months after 90 percent of the Lots in all phases of the community that will ultimately be operated by the Association have been conveyed to Lot Owners by the Developer.

The total number votes outstanding in both classes of voting membership shall be calculated based upon the total number of Lots subjected to the terms of this Declaration.

ARTICLE VIII

RIGHTS, DUTIES, AND OBLIGATIONS

Section 8.1 Rights, Duties, and Obligations of the Association. Except as otherwise provided herein, the operation of the Common Area shall be vested in the Association and exercised pursuant to the Association documents. Every Owner, whether they have acquired their ownership by purchase, gift, conveyance, or transfer by operation of law, or otherwise, shall be bound by the Association documents. The share of an Owner in the funds and assets of the Association may not be assigned, hypothecated, or transferred in any manner except as an appurtenance to their Lot. No Owner, except as a duly authorized Officer or Director of the Association, shall have any authority to act for or on behalf of the Association.

The powers and duties of the Association shall include those set forth in the Articles and Bylaws, but, in addition thereto, the Association shall have all the powers and duties set forth in Chapters 617, Florida Statutes, as well as all powers and duties granted to or imposed upon it by the Articles, the Bylaws and by this Declaration. In the event of any conflict, this Declaration shall take precedence over the Articles of Incorporation, Bylaws, and applicable Rules and Regulations. The Articles shall take precedence over the Bylaws and applicable Rules and Regulation; and the Bylaws shall take precedence over applicable Rules and Regulations, as all of the same may be amended from time to time.

Section 8.2 Implied Rights. The Association may exercise any other right or privilege expressly given to it in this Declaration, the Articles, or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it in this Declaration or reasonably necessary to effectuate any such right or privilege.

Section 8.3 Temporary Committees. The Developer, prior to turnover of the Association, at its sole discretion, may create temporary committees for the purpose of aiding in the transition of the Association from Developer control to control by the Membership.

Section 8.4 Right to Abate Violations. The Association or the Developer, prior to the Turnover Meeting, and the Association thereafter, after reasonable notice and opportunity to cure a violation given to an Owner, may enter upon a Lot for the purposes of curing the violation. The cost thereof shall be charged against the Owner as a Special Assessment.

Section 8.5 Insurance Risks. Nothing shall be done or kept on a Lot or on the Common Area which would increase the rate of insurance relating thereto without the prior written consent of the Association, and no Owner shall permit anything to be done or kept on his Lot or the Common Area which would result in the cancellation of insurance on any residence or on any part of the Common Area, or which would be in violation of any law.

ARTICLE IX

RULES AND REGULATIONS

Section 9.1 The Board of Directors of the Association may, from time to time, adopt rules and regulations pertaining to the use of the Lots in the Subdivision pursuant to the provisions of the Bylaws. However, as long as the Developer owns a Lot in the Subdivision, no such Amendment may be made without the consent of the Developer.

Section 9.2 The Developer, as long as it owns a Lot, without the joinder or approval of the Association, the Board or the Membership, may record any amendment to this Declaration without the approval of the Association, the Board, or the Membership. This right of amendment is in addition to, and not as a limitation of, the amendment procedure described in Section 16.3.

Section 9.3 The Developer, so long as it owns any Lots in the subdivision, and thereafter the Board of Directors of the Association, may establish such additional rules and regulations as may be deemed for the best interests of the Association and its Members for purposes of enforcing the provisions of this Article IX.

Section 9.4 The Developer shall have the right at any time within seven years from the date of this Declaration to amend this Declaration to correct scrivener's errors and to clarify any ambiguities determined to exist in this Declaration.

ARTICLE X

ASSESSMENTS AND LIENS

Section 10.1 Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot, by acceptance of a deed whether or not it shall be so expressed in such deed or by joinder in this Declaration, is deemed to covenant and agree, to pay to the Association annual assessments or charges, and special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest thereon, costs of collection thereof, and reasonable attorney's fees, shall be a charge on and secured by a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person or entity that was the Owner of such Lot at the time when the assessment became due and payable.

Section 10.2. Purpose of Assessments. The assessments levied by the Association shall be used for:

(a) the management of the Association;

(b) the maintenance, repair, and operation of the Common Area, specifically including, but not limited to, the Surface Water Management System;

(c) the promotion of the health, safety, and welfare of the Members;

(d) the cost of lawn and garden maintenance contracts for Common Areas;

(e) the cost of the enforcement of the restrictions, limitations, conditions and agreements set forth in this Declaration;

(f) creating a reserve account, if the Board of Directors resolve to establish such an account for capital expenditures, deferred maintenance of Easement Areas and Common Areas, and other purposes as decided by the Board of Directors;

(g) any and all legal fees, audit fees, and miscellaneous management fees that are necessary and proper in the opinion of the Board of Directors for the benefit of the Owners or for the enforcement of these restriction; and

OR BK 12777 PG 1628

(h) the cost of any other services contracted for by the Association or the Developer on behalf of the Owners.

Section 10.3 Basis and Collection of Annual Assessments. The Association, through its Board of Directors, shall annually estimate the Common Expenses it expects to incur and shall assess the Members sufficient monies to meet this estimate. It shall be the duty of the Board, at least 60 days, but no more than 90 days, prior to the commencement of the fiscal year, and at least 30 days before the annual meeting of the Board at which the budget shall be presented to the Members of the Board, to prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall cause a copy of the budget and the amount of the assessments to be levied against each Member for the following year to be delivered to each Member of the Association at least fourteen (14) days prior to the meeting. The budget and the assessment shall become effective upon approval by a majority of the members of the Board of Directors present at the budget meeting at which there is a quorum as defined in the Bylaws.

Section 10.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of any capital Improvement, including, but not limited to, the Surface Water Management System, within the Subdivision, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 10.5 Special Assessment for Required Lot Maintenance. In addition to the annual assessments and special assessments authorized above, the Association may levy from time to time, a special charge or assessment necessary to defray the cost of required maintenance on any Owner's Lot as set forth in Article III, Section 6., of this Declaration. A special assessment for required maintenance might be levied by a majority vote of the Board of Directors, the amount of which shall not exceed the reasonable cost of performing such required maintenance.

Section 10.6 Notice and Quorum for any Action Authorized under Section 10.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 10.4 shall be sent to all Members not less than 14 days nor more than thirty 30 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast 60% of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be 50% of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the proceeding meeting.

Section 10.7 Uniform Rate of Assessment. Both annual assessments and special assessments for capital improvements shall be fixed at a uniform rate for all Lots and may be collect on a monthly basis.

Section 10.8 Date of Commencement of Annual Assessments; Due Dates. Except as otherwise provided for herein, the annual assessments shall commence as to all Lots on the 15th day of month following the conveyance of the first Lot within the Real Property by the Developer. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the

annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Board of Directors shall establish the due dates. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 10.9 Developer's Obligation for Assessments. Notwithstanding anything contained herein to the contrary, the Developer shall not be obligated to pay any regular or special assessments for the Lots owned by the Developer and there shall be no lien on Lots owned by the Developer for such nonpayment. The Developer may, however, at its option by written notice to the Association, decide at any time to commence payment of assessments in the amount paid by non-developer Lot Owners, which shall then be the Developer's sole responsibility for the payment of assessments hereunder

Section 10.10 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 12% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of their Lot. The Association shall be entitled to recover from the Owner all costs and expenses incurred in the collection process, including, but not limited to, reasonable attorney's fees and court costs.

Section 10.11 Assessments Made to Finance Litigation Against the Developer. In the event the Association, on its behalf or on behalf of some or all of its Members, commences to or seeks to commence litigation against the Developer or Developer's permittees based on matters related to the Property and in regard to such litigation attempts to levy an assessment of any nature to finance such contemplated or actual litigation or an appeal therefrom, that portion of the Property which is owned by the Developer shall be exempt from such assessment. Nothing contained in the foregoing shall relieve the Developer of its obligation to pay other assessments on the Property where required to do so, provided such assessments are not used for the purpose of financing litigation, or appeals therefrom, against the Developer.

ARTICLE XI

ARCHITECTURAL CONTROL

Section 11.1 Architectural Review by the Developer. The Developer shall have exclusive jurisdiction in aesthetic matters over all original construction on any portion of the Property. The building standards shall include those set forth in Article III of this Declaration, and may consist of additional standards and procedures implemented by the Developer for as long as the Developer owns any Lot in the Subdivision, and thereafter by the Association. The Developer shall have full authority to prepare and to amend such standards and procedures, as it deems appropriate. The Developer may, in its sole discretion, impose standards for construction and development, which may be greater or more stringent than local standards prescribed in applicable building, zoning, or other local governmental codes. The Developer will create and form an Architectural Review Board ("A.R.B") to enforce and monitor any issues assigned to the A.R.B. The rights retained herein by the Developer shall be assigned and transferred to the Association, by operation of law, immediately upon the Developer's conveyance of the Developer's last Lot in the subdivision.

Section 11.2 Architectural Review Board. The Architectural Review Board (the "A.R.B.") shall consist of at least two and of no more than five members, all of whom shall be appointed by the Developer (so long as Developer owns at least one Lot), and thereafter shall be appointed by the Board of Directors. The A.R.B. shall have exclusive jurisdiction over initial construction of Improvements, modifications, additions, or alterations made on or to existing Improvements in the Subdivision and the open space, if any, appurtenant thereto. The Developer has veto power and the right to override any decisions the A.R.B. makes so long as any one of the following apply:

1. The developer owns a lot in the subdivision; or

2. The decision of the Developer and/or the A.R.B. does not conflict with the original guidelines described in all sections and Articles pertaining to Architectural control.

No permission or approval shall be required to repaint in accordance with an originally approved color scheme or to rebuild or replace in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of their residence or to paint the interior of their residence any color desired.

Section 11.3 A.R.B. Approval Guidelines. The Association may alter building standards to current styles and colors, with a special meeting and a 90% approval vote of the membership, only after the Developer no longer owns a lot in the subdivision.

(a) All colors for any Improvement(s), painted or otherwise, will be approved on a lot-by-lot basis, in accordance with each Lot's house color scheme, and in accordance with the date of first submittal to the A.R.B., with priority afforded to the first Owner to file complete plans for approval. No adjoining Lots shall be allowed to use the same color scheme.

(b) Allowable permanent and temporary storage building materials and exterior finishes: concrete block; stucco or strut block; vinyl siding; and wood siding.

(c) Yard fixtures, statues and seasonal ornaments are permitted provided that they are aesthetically pleasing, and regularly maintained. Notwithstanding the foregoing, if the Association has concerns as to the appearance, traffic or unwanted activity within the subdivision, the Association may hold a special meeting of the Board of Directors to discuss possible solutions for its concerns of the item(s), and may, upon a majority vote of the Directors attending said meeting, impose temporary, emergency restrictions upon the same pursuant to Section 3.18, Section 8.4, and Section 9.1.

Section 11.4 Method of Obtaining A.R.B. Approval. Prior to the application for a permit for construction of an Improvement of any kind on a Lot, A.R.B. approval of such construction must first be obtained. In order to obtain the approval of the A.R.B., two compete sets of plans and specifications for the proposed construction and landscaping shall be submitted to the A.R.B. for its review. Such plans and specifications shall include, as appropriate, the proposed location, grade, elevations, shape, dimensions, exterior color plans, and nature, type and color of materials to be used. The A.R.B. may also require the submission of additional information and materials as may be reasonably necessary for the A.R.B. to evaluate the proposed construction, landscaping or alteration. The A.R.B. shall evaluate all plans and specifications utilizing the standards of the highest level as to the aesthetics, materials and workmanship, and as to the suitability and harmony of location, structures and external design in the relation to the surrounding topography, structures and landscaping. The A.R.B. shall not be responsible for reviewing, nor shall its approval of any

plans and specifications be deemed approval of any plan or design from the standpoint of structural safety or conformance with building codes.

Section 11.5 Approval or Disapproval by the A.R.B. The A.R.B. shall have the right to refuse to approve any proposed plans or specifications which, in its sole discretion, are not suitable or desirable. Any and all approvals or disapprovals of the A.R.B. shall be in writing and shall be sent to the respective Lot Owner. In the event the A.R.B. fails to approve or disapprove in writing any proposed plans and specifications within 30 days after submissions to the A.R.B. of such plans and specifications and any and all other reasonably requested information and materials related thereto, then upon written notice to the A.R.B. (after the expiration of said 30 days) by the applicant, and the expiration of ten days from the date of the applicant's said written notice without a written approval or rejection being issued by the A.R.B., said plans and specifications shall be deemed to have been approved by the A.R.B., and the appropriate written approval delivered forthwith.

ARTICLE XII

AGRICULTURAL CONTROL

Section 12.1 Agricultural Review by Developer. The Developer shall have exclusive jurisdiction over all agricultural matters on any portion of the Property. The Agricultural standards shall include those set forth in Article III of this Declaration, and may consist of additional standards and procedures created and implemented by the Developer for so as long as the Developer owns any Lot in the Subdivision, and thereafter as created and implemented by the Association's Agricultural Committee. The Developer shall have full authority to prepare and to amend such standards and procedures, as it deems appropriate. The Developer and the Ag. Committee may, in its sole discretion, impose standards which may be greater or more stringent than local County standards prescribed in applicable zoning or other local government codes and agricultural uses. The Developer will create and form an Agricultural Committee (Ag. Committee) to enforce and monitor any issues assigned to the Ag. Committee. The rights retained herein by the Developer shall be assigned and transferred to the Association, by operation of law, immediately upon the Developer's conveyance of the Developer's last Lot in the subdivision.

Section 12.2 The Agricultural Committee. The Agricultural Committee (Ag. Committee) shall consist of at least two and of no more than five members, all of whom shall be appointed by the Developer (so long as Developer owns at least one lot), and thereafter shall be appointed by the Board of Directors of the Association. The Developer has the right to Veto or override decisions made by the Ag. Committee, for so long as the Developer owns a lot in the subdivision. Subject to the rights reserved by the Developer in Section 12.1 above, the Ag. Committee shall have exclusive jurisdiction over any agricultural use issues in the subdivision and the open space, if any, appurtenant thereto.

No permission or approval shall be required to re-stock or replace previously approved agricultural animals, plants, citrus, etc.

Section 12.3 Ag. Committee Approval Guidelines. The Association may alter Agricultural standards with a special meeting and a 90% approval vote of the membership, only after the Developer no longer owns a lot in the subdivision.

a) Animals/pets will be restricted and limited, per lot, on a case by case basis, depending on the type of animals and the owners intended use for such animals.

OR BK 12777 PG 1632

b) Out buildings used for agricultural use, cages, pins, corrals, cross fencing, etc. are allowable, both permanent and temporary, with A.R.B. approval.

c) Vegetables, citrus, plants, trees, etc. allowable depending on owners intended use for the planting, growing and distribution of above mentioned vegetation.

d) Control of specific agricultural business due to traffic issues and minimal impact to the overall subdivision.

Section 12.4 Method of Obtaining Committee Approval. Prior to the Owner's application for ad valorem taxation based upon an Agricultural Commercial use or otherwise for any lot, Ag. Committee approval of such activities must first be obtained by Owner. In order to obtain the approval of the Ag. Committee, the lot owner must provide a written agricultural plan which details the Owner's intended agricultural use for the Lot. This agricultural plan must describe amount of acreage that will be utilized and the approximate number of plants, animals, etc., which, as a condition to approval of the proposed agricultural use the owner intends place on the acreage. The agricultural plan must also describe the estimated impact to the subdivision with regard to business hours, training hours, growing seasons, estimated, traffic impacts, anticipated to result from the intended agricultural activity. If any additional buildings, shops, corrals, pens or fences are to be constructed on the lot, drawings and locations shall be submitted with the agricultural plan, with the final approval of such improvements being obtained by the A.R.B. as described in Article III of this Declaration, as a condition preceding to approval of the proposed agricultural plan. The Ag. Committee may also require the submittal of additional information and materials as may be reasonably necessary for the Ag. Committee to evaluate the proposed agricultural matters. The Ag. Committee shall evaluate all submitted items utilizing the standards of the highest level as to aesthetics, materials, nuisance, odor, suitability and harmony of location of the agricultural activity, including external appearance in relation to the surrounding properties and lot owners. The Ag. Committee shall not be responsible for reviewing, nor shall its approval of any activities be deemed approval of any plan or design from the standpoint of structural safety or conformance with Hillsborough County zoning codes. The Developer and the members of the Ag. Committee shall not be responsible or liable to any persons for any loss or damage of any nature whatsoever arising out of or connection with the agricultural approvals or agricultural activities on lots.

Section 12.5 Approval or Disapproval by the Ag. Committee. The Ag. Committee shall have the right to refuse to approve any proposed agricultural activities for personal or commercial use, in its sole discretion, which are not suitable or desirable for the subdivision. Any and all approvals or disapprovals of the Ag. Committee shall be in writing and shall be sent to the respective Lot Owner. In the event the Ag. Committee fails to approve or disapprove in writing any proposed agricultural plan within 30 days after submissions to the Ag. Committee of such agricultural plan and all other reasonably requested information and materials related thereto, then upon notice to the Ag. Committee (after the expiration of said 30 days) by the applicant, and the expiration of ten days from said written notice without a written approval or rejection being issued by the Ag. Committee, said agricultural plans and specifications shall be submitted by the applicant, directly to the Developer for approval. The Developer may request additional information within 7 days of lot owner's submittal of the agricultural plan to the Developer. Developer shall have 14 days to approve or reject the lot owner's request for agricultural activities measured from the date of receipt by Developer of a completed agricultural plan which includes all supplemental information requested by the Developer. If approval or rejection, in writing, is not issued by the Developer, within14 days of the date the Lot owner submitted to the Developer, said agricultural plan shall be deemed

to have been approved by the Ag. Committee and the Developer, and the appropriate written approval delivered forthwith.

ARTICLE XIII

DEVELOPER'S RIGHTS AND VETO POWER

Section 13.1 Developer's Rights. The Developer reserves to itself, and the grantee of each Lot agrees by acceptance of a deed of conveyance thereto or by joining in this Declaration, that the Developer shall have the following rights, without limitation or qualification or the necessity of consent or approval by the Members, so long as the Developer owns any portion of the Property, including property owned by the Developer as the result of any re-conveyance of the Property, or until the Developer causes to be recorded in the Public Records of the County a Certificate of Termination of Interest, which Certificate terminates any and all right, title, interest, and obligation of the Developer in the Property:

(a) The right to plat, re-plat, or withdraw any area of any platted area from the Property subject to this Declaration, provided that the Developer owns all property which is subject to the plat, re-plat, or withdrawal, or add any area to the Property by subsequent amendment;

(b) The right to establish easements for itself over any portion of the Property which is owned by the Developer;

(c) The right to convey, in whole or in part, any easements granted in favor of the Developer, as created in the Declaration or as recorded in the Public Records of the County which pertain to the Property;

(d) The right to maintain an easement, for construction staging purposes, across any Lot within the Property;

(e) The right to conduct the construction, development, marketing, and sale of the Property, including the right to maintain model residences, the right to lease Lots owned by the Developer, the right to hold promotional social functions and parties, and such other events as may be deemed appropriate by the Developer;

(f) The right to construct and maintain a sales center within the Property and to erect signs to conduct marketing and sales;

(g) During the time the developer is engaged in the sale of the Property, the right to install and maintain radio communications and cable television systems; and

(h) The right to establish architectural standards for new construction in accordance with Article XI of this Declaration.

So long as the Developer retains control of the Board of Directors of the Association, the Developer shall have the right to appoint members of the Board of Directors in accordance with the Articles and Bylaws of the Association and to approve or disapprove the appointment of all Officers of the Association.

Section 13.2 Veto Power. The Developer expressly reserves to itself, and the grantee of each Lot agrees by acceptance of a deed to conveyance thereto or by joining in this Declaration, that the Developer shall have the right to veto any or all of the following events

so long as the Developer owns any part of the Property, including property owned by the Developer as the result of any re-conveyance of the Property, or until the Developer causes to be recorded a Certificate of Termination of Interest in the Property, which Certificate terminates any and all right, title, interest, and obligation of the Developer in the Property;

(a) Any or all Association budgets, annual or otherwise, which constitute an increase or reduction of more than 15% over the prior year's budget;
(b) Approval or disapproval by the A.R.B. of any documents or materials pertaining to any structure or Improvement within the Property;
(c) Attempted amendment of this Declaration or any exhibits to this Declaration;
(d) Any management contracts entered into by the Association or the Board;
(e) Any special assessment for capital improvements which are imposed by the Association on any portion of the Property owned by the Developer;
(f) Any settlement of any claim made by the Association to collect upon any policy of casualty insurance which insures the Common Area;
(g) Any attempted dissolution of the Association by a vote of the Members of the Association; and
(h) Any attempted dedication of any portion of the Common Area to the City, the County, or other governmental entity.

ARTICLE XIV

MORTGAGEES' RIGHTS

Section 14.1 The following provisions are for the benefit of holders of Institutional First Mortgages on Lots. To the extent applicable, necessary, or proper, the provisions of this Article apply to both this Declaration and to the Bylaws of the Association.

A holder, insurer, or guarantor of an Institutional First Mortgage which provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the mortgaged premises), thereby becoming an "eligible holder," will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Lot upon which there is a Institutional First Mortgage held, insured, or guaranteed by such eligible holder;

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

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) any proposed action which would require the consent of a specified percentage of holders of Institutional First Mortgages.

ARTICLE XV

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 15.1 Every Director and Officer of the Association shall be indemnified by the Association against all expenses and liability, including attorneys' fees, incurred by or imposed upon such Director or Officer in connection with any proceeding to which they may be a party or in which they may become involved by reason of their being or having been a Director or Officer, whether or not they are a Director or Officer at the time such expenses are incurred, except in such cases where the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of any claim for reimbursement of indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to, but not exclusive of, all other rights to which such Officer or Director may be entitled. This obligation shall be funded by Directors and Officers liability insurance as is reasonably available wherever possible.

ARTICLE XVI

GENERAL PROVISIONS

Section 16.1 Enforcement. The Developer, the Association, or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any restriction, condition, covenant, reservation, lien, or charge now or hereafter imposed by the provisions of this Declaration shall in no event be deemed a waiver of the right to do so. In the event any legal proceeding is required to enforce the terms and conditions of this Declaration, the prevailing party shall be entitled to recover all costs incurred therein including reasonable attorney's fees whether or not suit may be filed.

Section 16.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 16.3 Amendment. The covenants, restrictions, and other provisions of this Declaration shall run with and bind the Property for a term of 25 years from the date this Declaration is recorded, after which time they shall be automatically extended for three successive periods of 10 years each. This Declaration may be amended during the first 7-year period by the Developer as described in Article IX Section 9.4. During the first 25 years (and subject to the Developer's right to consent to any amendments pursuant to Article IX, this Declaration may be amended by an instrument signed by not less than 90% of the Lot Owners, and thereafter by an instrument signed by not less than 75% of the Lot Owners. Furthermore, any amendment of this Declaration, which would affect the Surface Water Management System, including the water management portions of the Common Area, must have the prior approval of the Southwest Florida Water Management District. To be effective, any amendment must be recorded in the Public Records of Hillsborough County, Florida.

Section 16.4 Annexation. Additional residential property and Common Area property may be annexed to the Property with the written consent of two-thirds (2/3) of each class of Members.

Section 16.5 FHA/VA Approval. As long as there is a Class B Member, the following actions will require the prior approval of the Federal Housing Administration: annexation of additional properties, further dedication of Common Area, and amendment of this Declaration.

IN WITNESS WHEREOF, the Developer has executed this Declaration on the date and year first above stated.

Witnesses:

Print Name: Sherry L Root

Print Name: Carol M Hinton

Print Name: Sherry L Root

Print Name: Yvette Lampp

Print Name: Sherry L Root

Print Name: Carol M Hinton

JHL INVESTMENTS L.L.C.,
a Florida Limited Liability Company
By: WCL Development, Inc.
a Florida corporation, as a Member

By: _____
Wayne C. Lampp, President

By: W.L.H. Associates, Inc.
A Florida corporation, as a Member
By: _____
Wylie L. Hinton, President

By: _____
Stephen L. Jaeb, Member

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 19 day of June, 2003, by Wayne C. Lampp, as President of WCL Development, Inc., a Florida corporation, on behalf of the corporation, acting in its capacity as a Member of JHL Investments, L.L.C., a Florida limited liability company. He [ ] is personally known to me, or [ ] has produced _____ as identification, and did not take an oath.

_____
NOTARY PUBLIC

(NOTARY SEAL)

SHERRY L. ROOT
Notary Public, State of Florida
Commission No. DD047649
My Comm. Exp. Aug. 5, 2005

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 19 day of June, 2003, by Wylie L. Hinton, as President of W.H.L. Associates, Inc., a Florida corporation, on behalf of the corporation, acting in its capacity as a Member of JHL Investments, L.L.C., a Florida limited liability company. He [ ] is personally known to me, or [ ] has produced _____ as identification, and did not take an oath.

Sherry L Root
NOTARY PUBLIC

(NOTARY SEAL)

SHERRY L. ROOT
Notary Public, State of Florida
Commission No. DD047649
My Comm. Exp. Aug. 5, 2005

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 19 day of June, 2003, by Stephen L. Jaeb, as a Member of JHL Investments, L.L.C., a Florida limited liability company, on behalf of the limited liability company. He [ ] is personally known to me, or [ ] has produced _____ as identification, and did not take an oath.

Sherry L Root
NOTARY PUBLIC

(NOTARY SEAL)

SHERRY L. ROOT
Notary Public, State of Florida
Commission No. DD047649
My Comm. Exp. Aug. 5, 2005

EXHIBIT "A"

LEGAL DESCRIPTION

PHASE I

A tract of land being a portion of Sections 26,34, and 35. Township 30 South, Range 21 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northeast ¼ of said Section 34; run thence South 89○ 34'39" East, along the South boundary of said Northeast ¼, 1998.19 feet; thence departing said South boundary, North 00○ 09'45" East, 30.00 feet to a point of intersection with the Northerly maintained right-of-way line of Browning Road and the Point of Beginning; thence continue North 00○ 09'45" East, 1303.98 feet; thence South 89○ 51'19" East, 665.64 feet to a point of intersection with the East boundary of said Northeast ¼ of section 34; thence along said East boundary, North 00○ 08'41" East, 556.56 feet; thence departing said East boundary, South 89○ 51'19" East, 694.03 feet; thence South 00○33'45" West, 295.51 feet; thence South 89○26'15" East, 1297.33 feet; thence North 00○33'45" East, 341.40 feet; thence North 89○26'15" West, 54.32 feet; thence North 00○33'45" East, from the Northwest ¼ of said Section 35 into the Southwest ¼ of said Section 26, 1237.48 feet; thence North 89○46'10" East, 650.69 feet to a point of intersection with the East boundary of the Southwest ¼ of said Section 26; thence along said East boundary, South 00○32'55" West, 663.455 feet to the Southeast corner of said Southwest ¼ of Section 26; thence North 89○46'21" East along the North boundary of the Northeast ¼ of said Section 35, 1300.11 feet to a point of intersection with the Westerly maintained right-of-way line of Browning Road; thence along said right-of-way line lying 30.00 feet West of and parallel with the East boundary of the West ½ of the Northeast ¼ of said Section 35, South 00○29'51" East, 641.11 feet; thence departing said right-of-way line North 89○57'52" West, 634.74 feet, thence South 00○31'39" East, 638.20 feet; thence South 89○42'04" East, 639.44 feet to a point of intersection with the Westerly maintained right-of-way line of Browning Road; thence along said right-of-way line lying 25.00 feet West of and parallel with the aforementioned East boundary of the West ½ of the Northeast ¼ of said Section 35, South 00○29'51" East, 641.13 feet; thence departing said right-of-way line, North 89○26'15" West, 1303.31 feet to a point of intersection with the East boundary of the Northwest ¼ of said Section 35; thence North 89○26'18" West, 2615.80 feet to a point of intersection with the West boundary of said Northwest ¼ of Section 35; thence along said West boundary, South 00○08'41" West, 592.59 feet to a point of intersection with the aforementioned Northerly maintained right-of-way line of Browning Road; and thence along said right-of-way line lying 30.00 feet North of and parallel with the South boundary of said Northeast ¼ of Section 34, North 89○34'39" West, 666.05 feet to the Point of Beginning.

Tract contains 154.64 acres, more or less.

Prepared by:

Brooks and Amaden, Inc.
205 Ridgewood Avenue
Brandon, Fl. 33510
819-653-1125

EXHIBIT "B"

LEGAL DESCRIPTION

PHASE II

A tract of land being a portion of Sections 26, 27, 34, and 35. Township 30 South, Range 21 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northeast ¼ of said Section 34; run thence South 89○ 34'39" East, along the South boundary of said Northeast ¼, 1998.19 feet; thence departing said South boundary, North 00○ 09'45" East, 1333.98 feet to a Point of Beginning; thence continue North 00○ 09'45" East, 1156.29 feet; to a point of intersection with the North boundary of said Northeast ¼ of section 34; thence North 00○ 17'43" West, 1329.01 feet; thence South 89○ 39'19" East, 664.175 feet; to a point of intersection with the East boundary of the Southeast ¼ of said Section 27; thence along said East boundary, North 00○20'35" West, 664.92 feet; thence departing said East boundary, North 89○50'11" East, 655.85 feet; thence South 00○07'14" East, 664.54 feet; thence North 89○48'11" East 1306.54 feet; thence South 00○19'31" West, 663.81 feet; thence South 00○33'45" West, from the Southwest ¼ of said Section 26 into the Northwest ¼ of said Section 35, 1237.48 feet; thence South 89○26'15" East, 54.32 feet; thence South 00○33'45" West, 341.40 feet; thence North 89○26'15" West, 1297.33 feet; thence North 00○33'45" East, 295.51 feet; thence North 89○51'19" West, 694.03 feet to a point of intersection with the West boundary of the Northwest ¼ of said Section 35; thence along said West boundary, South 00○08'41" West, 556.56 feet; and thence departing said West boundary, North 89○51'19" West, 665.64 feet; to the Point of Beginning.

Tract contains 143.29 acres, more or less.

Prepared by:

Brooks and Amaden, Inc.
205 Ridgewood Avenue
Brandon, Fl. 33510
819-653-1125