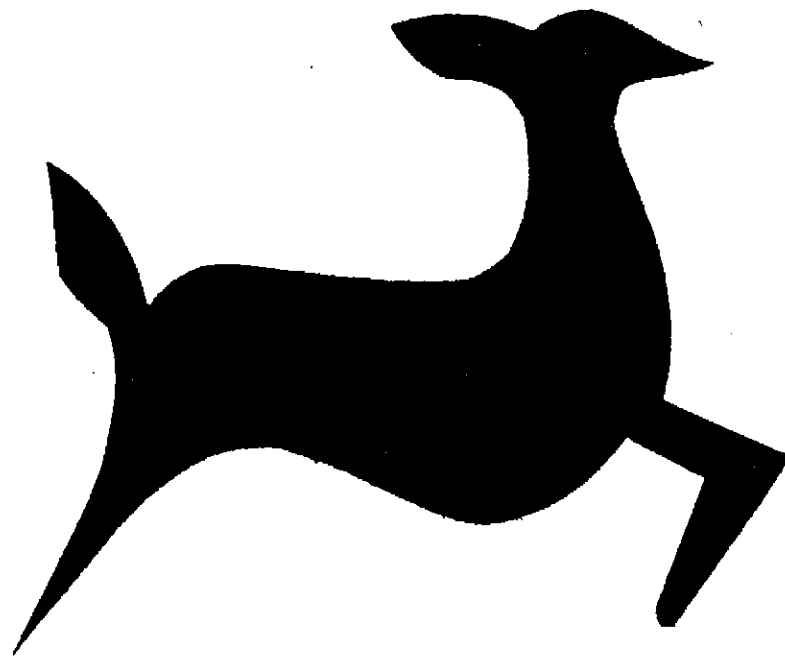


Lithia Ridge
Homeowners Association



*Declaration of
Covenants,
Deed Restrictions
and
Deed Conditions*

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LITHIA RIDGE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS of LITHIA RIDGE is made this 13TH day of July 1987, by LITHIA RIDGE PARTNERSHIP, a Florida corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the sole owner of certain lands in Hillsborough County, Florida, more particularly described as LITHIA RIDGE as further described on Exhibit A attached hereto and incorporated by reference; and collectively called the "Properties" in this Declaration; and

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

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

NOW, THEREFORE, Declarant declares that all of the Properties described above will be held, sold and conveyed subject to the following easements, conditions, covenants, maintenance requirements, and restrictions, all of which are for the purpose of protecting the value and desirability of, and all of which will run with the Properties and be binding upon all persons having any right, title or interest therein, or of any part therein, their respective heirs, successors and assigns, and which will inure to the benefit of Declarant, each Owner, and the Association, as such terms are defined in this Declaration.

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 ("Articles"), or the Association's By-Laws ("By-Laws"):

Section 1. "ARCHITECTURAL COMMITTEE" shall mean the Architectural Committee, provided for in Article V hereof.

Section 2. "ARTICLES" means the Articles of Incorporation of the Association, as may be amended from time to time.

Section 3. "ASSESSMENT" means 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 4. "ASSOCIATION" means LITHIA RIDGE HOMEOWNERS ASSOCIATION, INC., a corporation not for profit organized or to be organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

Section 5. "BOARD" means the Association's Board of Directors.

Section 6. "COMMON AREA" means all property whether improved or unimproved, or any interest therein, which from time to time is owned by the Association for the common use and enjoyment of all Owners and initially means the lands so designated on the plat of LITHIA RIDGE/Phase I as recorded in Plat Book 61, Page 35 of the Public Records of Hillsborough County, Florida.

Section 7. "DECLARANT" means LITHIA RIDGE PARTNERSHIP, and such of its successors and assigns as acquire an interest in more than one undeveloped Lot from Declarant, for purposes of development, but Declarant shall not include successors and assigns of Developer who acquire an interest in more than one undeveloped Lot for personal use and not for purposes of development.

Section 8. "DOCUMENTATION" means the legal documentation for the LITHIA RIDGE HOMEOWNERS ASSOCIATION, INC. consisting of this Declaration and the Articles of Incorporation and By-Laws of the LITHIA RIDGE HOMEOWNERS ASSOCIATION, INC. and any amendments to any of the foregoing now or hereafter made.

Section 9. "DWELLING" shall mean the residential dwelling constructed upon a Lot.

Section 10. "INTERPRETATION" Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of the terms "including" or "include" is without limitation; the terms "Common Area", "Lot", and "Properties" 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", "will" and "should" is intended to have the same legal effect as the word "shall". This Declaration should be construed liberally 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 Properties as a residential community by providing a common plan for their development and enjoyment.

Section 11. "LAW" includes 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, 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 Properties or to any activities on or about the Properties.

Section 12. "LOT" means any platted parcel of land shown on the recorded subdivision map or plat as recorded in the Public Records of Hillsborough County with the exception of the Common Area and portions, if any, of marked acreage.

Section 13. "MAINTENANCE" means the exercise of reasonable care to keep buildings, homes, roads, landscaping, lighting, 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 weed-free environment for optimum plant growth, and which will, as a minimum, include the mowing of all grass on a Lot.

Section 14. "MEMBER" means every person or entity who holds membership in the Association.

Section 15. "MORTGAGE" means any mortgage, deed of trust, or other instrument transferring any interest in a Lot 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 16. "MORTGAGEE" means any person named as the obligee under any mortgage, or the successor in interest to such person.

Section 17. "OCCUPANT" means the person or persons, other than the owner in possession of a Lot, and may, where the context so requires, include the Owner.

Section 18. "OWNER" means the record owner, whether one or more persons, of the fee simple title to any Lot, including 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 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 19. "PERSON" means any natural person or artificial entity having legal capacity.

Section 20. "PROPERTIES" means the lands described as LITHIA RIDGE as described in attached Exhibit A and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 21. "RECORDED" means filed for record in the Public Records of Hillsborough County, Florida.

Section 22. "SUBDIVISION MAP OR PLAT" means the final official plat as recorded and shall include the subdivided real property therein described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

Section 23. "THE WORK" means the initial development of the Properties by Declarant and may include changes in the initial development where deemed appropriate by Declarant so long as such changes are not inconsistent with the initial development.

ARTICLE II "PROPERTY RIGHTS"

Section 1. EASEMENTS OF ENJOYMENT.

Each Owner has a nonexclusive right and easement of enjoyment in and to the Common Area that is appurtenant to, and will pass with, the title to every Lot, subject to the following:

(a) 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.

(b) Suspension.

The Association's right: (i) to suspend the voting rights of any Owner for any period in which any assessment against such Owner's Lot remains unpaid; (ii) to suspend such Owner's right to use any facility owned or controlled by the Association for the same period of unpaid assessments; and (iii) to suspend any Owner's right to use any such facility for any infraction of the Association's valid rules and regulations.

(c) Dedication.

The Association's right to dedicate or transfer 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. Any such dedication or transfer requires the approval of seventy-five percent (75%) of the members present and voting in person or by proxy at a meeting duly convened for such purpose as provided in Article VI, Section 2, below.

(d) Delegation of Use.

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 and accompanying facilities, if any, to members of his family, his guests, tenants and invitees.

(e) 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.

Section 2. PERMANENCE.

The benefit of all rights and easements granted by the Declaration constitutes a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive, its benefit, nevertheless, is exclusive to all Lots granted such benefit by this Declaration unless this Declaration expressly grants such benefit to additional persons. In no event does the benefit of any such easement extend to the general public except as provided in the next Section. The burden of all rights and easements granted by this Declaration constitutes a permanent servitude upon the lands affected.

Section 3. PUBLIC EASEMENTS.

Developer dedicates that portion of the Properties described on the recorded plat and made a part hereof for use and maintenance of public utility and drainage easements, together with a right of ingress and egress over and across the easement area for such purposes. Declarant dedicates the Common Area for use by all utilities for construction and maintenance of their respective facilities serving the Properties; and Declarant grants to such utilities jointly and severally, easements for such purposes.

Section 5. NO PARTITION.

There shall be no judicial partition of the Common Area, nor shall Declarant, or any Owner, or any person acquiring any interest in the Properties or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in cotenancy.

Section 6. GENERAL RESTRICTIONS.

Except with the Association's prior written consent or in accordance with the 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.

(c) Activities.

All uses and activities upon or about the Common Area are subject to the

Association's rules and regulations.

(d) Signs.

No sign of any kind will be displayed to public view within the Properties except (i) customary name and address signs on each Lot, (ii) a Lot sign of not more than six (6) square feet in size advertising a Lot for sale or rent, or (iii) no trespassing, no solicitation or beware of dog or such similar signs approved by the Association. All signs permitted by this subsection are subject to the Association's rules and regulations, provided however that these restrictions shall not apply to signs used by Declarant to advertise the property during the promotion and construction of dwellings and sale of Lots.

(e) General Prohibitions.

No activity is permitted, nor may any object or substance be kept, stored, or emitted anywhere within the Properties in violation of law. No Owner shall cause or 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 Properties is permitted anywhere within the Properties.

(f) Use of Lots.

Each Lot may be improved and used for residential purposes only and only single family homes, approved in accordance with Article V may be constructed thereon. No trade, business, or profession of any kind may be conducted on any Lot except for the business of the Declarant and its transferees in developing the Properties.

Section 7. ANIMALS.

No animals, livestock, or poultry may be raised, bred, or kept anywhere within the Properties, except that dogs, cats and other customary household pets may be kept upon any Lot so long as (i) they are not kept, bred or maintained for any commercial purpose and (ii) they are quartered within the residential dwelling unit on such Lot. Each owner shall have the responsibility to clean up the waste produced by his or her pet immediately, and all pets shall be properly leashed, caged, or controlled in whatever manner is most practicable whether it is located upon or off a Lot. These restrictions may be amended where appropriate from time to time by the Association's rules and regulations.

Section 8. TRASH.

Except for regular collection and disposal, no rubbish, trash, garbage or other waste

material or accumulations may be kept, stored or permitted anywhere within the Properties, except inside the improvements on each Lot, or in sanitary containers completely concealed from view.

Section 9. APPURTENANCES.

No permanent outdoor clothes lines may be installed or maintained anywhere within the Properties except that portable rotary type or reel type clothes dryers will be permitted in the rear yard only and said clothes dryers must be stored when not in use. On corner Lots such portable dryers will not be placed within 20' of a side street line. No exterior television or radio masts, outside antennas and signal receiving parabolic dish antennas or related attachments may be installed or maintained anywhere within the Properties. These restrictions may be amended where appropriate from time to time by the Association's rules and regulations.

Section 10. PARKING.

No Owner may park, store, keep, repair or restore any commercial vehicle, camper, junk car, boat, trailer or a vehicle under repair anywhere upon the Properties unless inside a covered garage, or parked on side set backs and fenced to block view with the exception of delivery vehicles or service vehicles while in the process of performing their services. No passenger vehicle shall be parked overnight on lawns.

Section 11. MAINTENANCE.

Each Owner must repair, replace and maintain the roofs, gutters, downspouts, lawns, shrubs, landscaping, walks, fencing, exterior building surfaces, windows, doors, trim members, driveways, and other exterior improvements and attachments from time to time situated on such Owner's Lot. Each Owner is required to fully sod his lot. Each Owner's duty of maintenance includes any and all easement areas upon such Owner's Lot. No Owner may permit any waste to the exterior portions of such Owner's Lot. Each Owner must make all repairs, maintenance and replacements necessary to attachments and appurtenant driveways, if any, in a safe, sanitary and reasonably attractive condition. Should an owner fail to meet the minimum standards for maintenance, then the Association may perform or have performed the necessary required maintenance and thereafter specifically assess such Owner for such costs pursuant to Article III, Section 4 hereunder and Article IV, Section 4 hereunder.

Section 12. RULES AND REGULATIONS.

No Owner, invitee, or person residing within the Properties may violate the Association's rules and regulations for the use of the Properties and all Owners and other persons residing within the Properties, 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 Properties except as permitted by the Association's rules and regulations, such restriction or prohibition is self-executing until the Association promulgates rules and regulations expressly permitting such activities. Without limitation, any rule or regulation 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 Properties from time to time designated by the Association for such purpose.

Section 13. DWELLINGS.

Only one dwelling may be constructed on any Lot. The minimum square footage of each dwelling shall be 2000 square feet with each dwelling containing a two car garage of a similar architectural style as the main dwelling. The use of an imitation or artificial brick facade is prohibited. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding or any portion of the same shall be constructed or parked on any Lot at any time, except for a construction shack, temporary structure or temporary toilet during construction of a dwelling by Declarant or its transferees. Any dwelling placed on a Lot shall be in accord with the front yard, side yard and rear yard setback requirements set forth in the Hillsborough County Zoning Regulations at the time such dwelling is sought to be placed upon the Lot. The only permitted roofing material shall be shingles with a minimum twenty five (25) year rating. No structural additions will be permitted without written permission from the Architectural Committee.

Section 14. ACCESS BY ASSOCIATION.

The Association has a right of entry onto the exterior portions of each Lot to the extent reasonably necessary to discharge its duties of exterior maintenance, if any, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted by this Declaration or by any applicable Supplemental or Amended Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into any improvement upon any Lot shall not be made without the consent of its Owner or occupant for any purpose, except pursuant to Court order or other authority granted by Law. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees and contractors.

Section 15. FENCES.

No fences shall be erected or maintained on any Lot or Lots which shall be in excess of six feet in height. No chain link fences will be permitted. No hedges of shrubbery shall exceed an average height of six feet. Fences located in the front of

the front setback line are prohibited. All fences shall comply with County regulations and be subject to review by the Architectural Committee as provided in Section V.

Section 16. REPLACEMENT.

In the event a residence is damaged or destroyed by casualty, hazard or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged residence or promptly clear the damaged improvements and regrass and landscape the Lot in a sightly manner.

ARTICLE III "THE ASSOCIATION"

Section 1. MEMBERSHIP.

Every Owner of a Lot is a Member of the Association. If title to a Lot is held by more than one person, each such person is a Member. An Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and it transferred automatically by conveyance of title to that Lot and may not be separated from ownership of a Lot. 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. An Owner who is a contract seller may assign such Owner's membership and voting rights to such Owner's vendee in possession.

Section 2. VOTING.

The Association shall have two classes of voting membership:

Class A.

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

Class B.

The Class B member shall be the Declarant, who shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of one 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) on the anniversary date three years from the date when the first Lot is conveyed to an individual purchaser.

Section 3. COMMON AREA.

Subject to the rights of Owners set forth in this Declaration, the Association has exclusive management and control of the Common Area, its improvements if any, and all related furnishings, equipment, fencing and other personal property, if any. The Association's duties with respect to the Common Area include the management and operation of, improvements, equipment and personal property installed by Declarant on the Common Area as part of the Work, so as to keep all of the foregoing in good, clean, substantial, attractive, sanitary, safe, and serviceable condition, order and repair; the payment of all taxes validly levied, assessed, or imposed with respect to the Common Area; and the maintenance of adequate public liability and property insurance with respect to the Common Area.

Section 4. EXTERIOR MAINTENANCE.

The Association has no duty of exterior maintenance with respect to any Lot; and, as more particularly provided in Article II, Section 11 hereinabove, each Owner must maintain such Owner's Lot, including any appurtenant driveways, in a safe, sanitary and reasonable attractive condition. If:

(a) Any Owner refuses or fails to make any repairs, maintenance, or replacements required by Article II, Section 11, above; and

(b) As a result, any condition on or adjoining such Owner's Lot becomes a hazard or nuisance to any other Owner, or measurably diminishes or impairs the value or marketability of any other Lot, or is visually objectionable to persons lawfully upon the Properties; and

(c) Not less than seventy-five percent (75) of the members of the Board so find after reasonable notice to, and reasonable opportunity to be heard by, the Owner affected;

Then, upon the occurrence of all of the foregoing, the Association may make or perform such repairs, maintenance, or replacements as reasonably are necessary to correct such condition and assess all costs so incurred against such Owner's Lot as provided in Article IV, Section 4, below.

Section 5. 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 Properties, 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 Properties or the enforcement of this Declaration, or the Articles, By-Laws, rules and regulations.

Section 6. RULES AND REGULATIONS.

The Association, from time to time may adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the properties, consistent with the rights and duties established by this Declaration. The Association's procedures for enforcing its rule and regulations at all times must provide the 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 7. CAPITAL IMPROVEMENTS.

Except for replacement or repair of items installed by Declarant as part of the Work, if any, and except for any personal property related to the Common Area, the Association may not authorize capital improvements to the Common Area without the prior approval of seventy-five percent (75%) of the Association Members present and voting in person or by proxy at a meeting duly convened for such purposes as provided in Article VI, Section 2, below.

Section 8. AMPLIFICATION.

The provisions of this Declaration may be amplified by the Articles of Incorporation and By-Laws of LITHIA RIDGE HOMEOWNERS ASSOCIATION, INC., but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in the Declaration, or any Supplemental Declaration. The Declarant intends that the provisions of this Declaration and any Supplemental or Amended 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, or any Supplemental or Amended Declaration, control anything to the contrary in the Articles of Incorporation or By-Laws.

ARTICLE IV "ASSESSMENTS"

Section 1. ASSESSMENTS ESTABLISHED.

For each Lot owned within the Properties, Declarant covenants, and each Owner of any Lot 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 attorneys' fees, as provided in this Declaration.

All of the foregoing are a continuing charge on the land and secured by a continuing lien upon the Lot against which each assessment is made, as provided in Section 8, below. Each such assessment, together with excise taxes, interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the person who was the Owner of such Lot when such assessment fell due. Such personal obligation will not pass to an Owner's successors in title unless assumed expressly in writing, however.

The annual or special assessments on Class B lots shall be 50% of the corresponding assessments for Class A lots.

Section 2. ANNUAL ASSESSMENT.

The annual assessment must be used exclusively to promote the recreation, health, safety and welfare of the residents within the Properties, including (i) the operation, management, maintenance, repair, servicing, renewal, replacement and improvements of the Common Area; and (ii) the cost of labor, equipment, materials, management and supervision of the Common Area; and (iii) all other general activities and expenses of the Association.

Section 3. SPECIAL ASSESSMENTS.

In addition to the annual assessment, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, renewal, repair or replacement of a capital improvement upon the Common Area, provided such assessment first is approved by seventy-five percent (75%) of the members present and voting in person or by proxy at a meeting duly convened for such purpose. Any such special assessment may be payable in one or more installments, with or without interest, as seventy-five percent (75%) of the Members so present and voting determine.

Section 4. SPECIFIC ASSESSMENTS.

Any and all accrued, liquidated indebtedness of any owner to the Association arising

under any provision 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 after such owner fails to pay it with thirty (30) days after written demand.

Section 6. AMOUNT.

Until the close of the first fiscal year following Declarant's conveyance of the Common Area to the Association, the annual assessment will not exceed \$100.00 per Lot. At least thirty (30) days before the expiration of each fiscal year, the Board will 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 115% or less of the annual assessment then in effect, the assessment so proposed will take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. If such budget requires an annual assessment that is either more than one hundred fifteen percent (115%) of the annual assessment then in effect, or would increase the budget by an amount exceeding the increase in the Consumer Price Index ("CPI") published by the U.S. Department of Labor for the preceding year, or a comparable index if the CPI is not available, whichever increase is greater, then however, the Board must 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 III, Section 2, of those Members present and voting is sufficient for such approval, and the assessment approved will take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. If the proposed assessment is disapproved, a majority of the votes, pursuant to Article III, Section 2, of Members present and voting will determine the annual 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.

Section 7. COMMENCEMENT.

The assessments provided by this Article will commence as to all Lots on the first day of the first month following Declarant's first conveyance of title to any Lot to an Owner other than Declarant and will be prorated on the basis of the number of months then remaining in the Association's fiscal year.

Section 8. ASSESSMENT LIEN.

All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a continuing lien on such Lot in favor of, the Association. Such lien is subject and inferior to the lien for all sums secured by any First Mortgage encumbering such Lot; but all other lienors

acquiring liens on any Lot 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 it not required to, from time to time, record a Notice of Lien to further evidence the lien established by this Declaration.

Section 9. ASSOCIATION REMEDIES.

Any assessment not paid within thirty (30) days after its due date bears interest at the maximum rate of interest allowed by law at the time. 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. 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.

Section 10. FORECLOSURE.

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 any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure including reasonable attorneys' fees. 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 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 for foreclosure. The Association has the right and power to bid at the foreclosure, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, use and otherwise deal with such Lot as its owner for purposes of resale 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 11. EXEMPT LOTS.

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

Section 12. 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 does not affect the assessment lien, except that the sale or transfer of any Lot pursuant to foreclosure of any First Mortgage, or any proceeding in lieu thereof, extinguishes the Association's lien as to payments that became due prior to such sale or transfer, 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 from liability for assessment thereafter becoming due or from the lien thereof. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amount secured by the lien created by this Article; and, upon such payment, such encumbrancer will be subrogated to all rights to the Association with respect to such lien, including priority.

Section 13. HOMESTEADS.

By acceptance of a deed thereto, each Owner of each Lot is deemed to acknowledge conclusively that (i) the assessments 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.

ARTICLE V "ARCHITECTURAL CONTROL"**Section 1. AUTHORITY.**

No dwelling, building, parking cover, shed, structure, fence, outbuilding, color change, addition, exterior alteration or substantial attachment may be erected, placed, reconstructed or permitted to remain on any Lot unless and until approved by the Architectural Committee. Such approval will not be unreasonably withheld for replacements Or reconstructions that conform in design, materials, appearance and quality to that of the original Work.

Section 2. PROCEDURE.

All applications to the Architectural Committee must be accompanied by reasonably detailed plans and specifications. If the Architectural Committee does not approve or disapprove any application within thirty (30) days after receipt of an application consisting of a complete set of plans and specifications, its approval will be deemed given. If no suit to enjoin or remove any structure, activity, use, change, alteration, or addition in violation of any provision contained in this Declaration is commenced within six (6) months following its completion, and a Lis Pendens or other notice of the pendency of such action recorded, its approval also will be deemed given as to all

persons with or without knowledge of such violation. In all other events, approval must be in writing. The procedures for approval at all times must afford any affected Owner with reasonable prior notice and a reasonable opportunity to be heard in person or by representatives of such owner's choosing, or both. The Architectural Committee may assess a reasonable fee against the Owner seeking approval for any such review.

Section 3. COMMITTEE MEMBERSHIP.

The Architectural Committee membership shall be initially composed of James A. Somrak, Richard E. Wiles and Brent Whitley who by majority vote may designate a representative (herein called "Designated Representative") to act for and on behalf of the Architectural Committee and to exercise all powers and perform all duties of the Architectural Committee. The address of the Architectural Committee is 2529 W. Busch Blvd. Suite 700, Tampa, Florida 33618. However, at such time as all of the Lots in the Subdivision have been sold by Declarant, the powers and duties of the Architectural Committee shall immediately vest in and be assigned to the Association, and the Architectural Committee shall thereafter exist as a committee of the Association under the control of the Association's Board of Directors.

Section 4. REPLACEMENT.

In the event of the death, inability to serve because of disability, or resignation of any member or members of the Architectural Committee, the remaining member or members thereof shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to exercise the powers and perform the duties of the Architectural Committee.

Section 5. STANDARDS.

In reviewing any particular application, the Architectural Committee must consider whether its action will: (i) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Properties; and (ii) preserve the value and desirability of the Properties as a residential community; and (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 Properties as a residential community.

Section 6. TIME LIMIT TO BUILD.

Construction of the exterior and interior of any structure shall be completed within one hundred and eighty (180) days from the date of commencement of construction thereof; provided, however, that the Architectural Committee may grant a reasonable time extension upon receipt of a written application for such extension by Owner, which application shall advise the number of days for which the extension is requested and the reason that such extension is necessary. All construction shall be

diligently pursued to completion within a reasonable time after such work has begun.

Section 7. TERM.

The duties and powers of the Architectural Committee, whether or not such duties and powers have been deemed to be transferred to the Association as above provided, shall cease on and after ten (10) years from the date of this Declaration. Thereafter, all powers and duties of the Architectural Committee shall cease and terminate; provided, however, that any time after January 1, 1997, whether or not the term of the Architectural Committee specified above shall have expired, the Board of Directors of the Association, upon a vote of members of the Association holding not less than two-thirds of, the votes of members of the Association entitled to vote thereon, may assume or retain the duties and powers of the Architectural Committee, in which case the Board of Directors of the Association shall thereafter have all of the powers and duties provided herein for the Architectural Committee.

ARTICLE VII "ANNEXATION AND MERGER"

Section 1. ADDITIONS TO EXISTING PROPERTY.

Additional lands may become subject to this Declaration in the following manner:

(a) Annexation.

Additional land contiguous to the Subdivision, may be annexed by the Declarant into the Subdivision without the consent of the members of the Association within ten (10) days years of the date of this instrument. The Declarant or any other owner of land shall have the right to submit and make subject to this Declaration any additional land upon approval of the Board of Directors of the Association, with the approval of members of the Association holding two-thirds (2/3) of the votes of each class of membership of the Association entitled to vote thereon. Any additional land authorized under this and the succeeding subsections to be added to the Subdivision shall be made by recording in the Public Records of Hillsborough County, Florida, an amendment to this Declaration and an annexation agreement with the respect to the additional land which shall extend the covenants and restrictions of this Declaration to such additional land. Such amendment shall impose assessments on the land covered thereby on a uniform, per Lot basis, substantially equivalent to the assessments imposed by this Declaration, and may contain such complementary additions or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the additional land.

(b) Mergers.

The Association may merge into or consolidate with another homeowners' association, and upon such merger or consolidation, the Association's properties, rights, and obligations shall be transferred to the surviving or consolidated association; or the properties, rights and obligations of another homeowners' association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions applicable to the properties of the other association, as one scheme. No-such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration.

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 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 reasonable attorneys' fees, may be assessed against such Owner's Lot as provided in Article IV, Section 4. Failure by the Association or any Owner to enforce any provision contained in this Declaration does not constitute a waiver of the right to do so at any time, except as provided in Article V section 2 above. If these restrictions are enforced by any Owner or class of Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board. 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.

Section 2. MEETING REQUIREMENTS.

Wherever any provision of this Declaration, the Articles of Incorporation, or the By-Laws requires any action to be approved by two-thirds (2/3) or more of the votes, pursuant to Article III, 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 cast at least fifty percent (50%) of the votes, pursuant to Article III, 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, 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.

Section 4. SEVERABILITY.

Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which will remain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision of this Declaration when necessary to avoid a finding of invalidity while otherwise effectuating Developer's intent of providing a comprehensive plan for the use, development, sale and beneficial enjoyment of the Properties.

Section 5. AMENDMENT.

The provisions of this Declaration will run with and bind the Properties, and will inure to the benefit of and be enforceable by the Association or any Owner, their respective heirs, successors, and assigns, for so long as the Properties are used in whole or in part as a residential community, and in all events, for at least twenty (20) years following the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by members entitled to cast not less than ninety per cent (90%) of the votes pursuant to Article III, Section 2 hereof, thereafter by an instrument signed by members entitled to cast not less than seventy-five per cent (75%) of the votes pursuant to Article III, Section 2 hereof. No amendment shall be effective which shall impair or prejudice the rights or priorities of the Declarant or any Institutional Mortgagee without the specific written approval of the Declarant or Institutional Mortgagee affected thereby.

Section 6. EASEMENTS FOR DEMINIMUM UNINTENTIONAL ENCROACHMENTS.

Where necessary and appropriate, Declarant and/or the Association, whichever is in control of the particular portion of the Properties at the time, may grant easements for deminimum unintentional encroachments.

IN WITNESS WHEREOF, Declarant has executed this Declaration the date stated above.

SIGNATURE WITNESSED BY: PARTNERSHIP, a Florida General Partnership by Reynoldswood, Inc. a Florida Corp., General Partner.

BY: Original signed by James A. Somrak, President

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 13th day of July, 1987 , by JAMES A. SOMRAK* of LITHIA RIDGE PARTNERSHIP, as authorized by and on behalf of said partnership.

* President of Reynoldswood, Inc. a Florida Corporation

NOTARY PUBLIC