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 325 South Boulevard
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RICHARD AKE
 CLERK OF CIRCUIT COURT
 HILLSBOROUGH COUNTY

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 OF
 KINGSHYRE AT CROSS CREEK**

Declaration covering KINGSHYRE AT CROSS CREEK, a subdivision of Hillsborough County, Florida, according to the plat thereof, for Cross Creek Parcel "G" Phase 1, recorded in Plat Book 77, Page 54, Public Records of Hillsborough County, Florida, less Lots 1 - 6 of Block 2 and Sweet Jasmine Drive, hereinafter referred to as "Property".

WHEREAS, Southern Crafted Homes, Inc., a Florida corporation (hereinafter referred to as "Developer") owns the above referenced Property situated in Hillsborough County, Florida, as described above. Said Real Property is hereinafter referred to as the "Property". From time to time, the Developer may annex other property, at which time the Property or other such property shall be subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, in addition to the Property, in the event other property is annexed by the Developer, and becomes part of the Declaration of Covenants, Conditions and Restrictions, it shall be done by way of supplement to this Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, for the purposes of enhancing and protecting the value, attractiveness and desirability of the lots constituting such subdivision as defined above, Developer hereby declares that all of the platted real property described above and each part thereof shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding upon all parties having any right, title or interest in the above-described property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof, as provided for hereinafter.

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ARTICLE I.
Definitions

Section 1. "Association" shall mean and refer to the KINGSHYRE AT CROSS CREEK HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, not-for-profit, its successors and assigns. A copy of the Articles of Incorporation and By-Laws are attached hereto as Exhibits "A" and "B".

Section 2. "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any residential lot, or residential unit, as hereinafter defined, which is a part of the hereinabove-described subdivision, but shall not include those persons or entities holding title merely as security for the performance of an obligation.

Section 3. "Common Area" as used herein shall mean any and all real property owned by the Association together with any areas wherein an easement(s) is granted to the Association for the maintenance of same, including but not limited to roadways, drainage and conservation easements and easements for entrance amenities and any and all improvements constructed thereon, for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of conveyance of the first lot shall include the parcels described as follows:

Tracts A, B, C, E, & F, and private drainage easements, private drainage and access easements, and private wall/landscape easement, as shown on the plat of Cross Creek Parcel "G" Phase 1, according to Plat Book 77, Page 54, Public Records of Hillsborough County, Florida.

Additional parcels, within or outside of platted areas, may be added to the Common Area from time to time by the inclusion of other specifically described parcels of real property as provided for hereinafter. Tract D as shown on the plat is part of the surface water management system for Cross Creek II. Tract D shall be dedicated to the Master Association as common area and shall be maintained by the Master Association pursuant to Article II of the Master Declaration of Covenants Conditions and Restrictions for Cross Creek II as recorded in the public records of Hillsborough County.

Section 4. "Developer" shall mean and refer to SOUTHERN CRAFTED HOMES, INC., a Florida corporation, its successors and assigns, provided that Developer indicates in its deed or instrument of conveyance that it is the intent of the Developer to

convey its rights of Developer pursuant to these covenants, conditions and restrictions to such transferee entity as provided herein. Southern Crafted Homes, Inc., shall at all times have the right to assign any interest it may have from time to time herein to any successor, nominee or assignee.

Section 5. "Lot" shall mean and refer to any residential lot, except Lots 1-6 of Block 2, as shown on the recorded subdivision plat as referred to above with the exception of the Common Areas.

Section 6. "Maintenance" shall mean the exercise of reasonable care to keep the Common Areas, including but not limited to drainage and conservation areas, mitigation requirements pursuant to any rules, regulations and permits of the Southwest Florida Water Management District, and the buildings, roads, landscaping, lighting and other related improvements and fixtures thereon 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.

Section 7. "Master Association" shall mean and refer to Cross Creek II Master Association, Inc.

Section 8. "Member" shall mean every person or entity who holds membership in the Association, as hereinafter provided.

Section 9. "Subdivision" shall mean and refer to the subdivided real property hereinabove described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

Section 10. "Unit" or "Dwelling" shall mean any residential structure located on a residential lot.

ARTICLE II. Property Rights

Section 1. "Owner's Easements of Enjoyment". Every Owner of a residential lot or units shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to said residential lot or unit, subject to the following provisions:

- A. The right of the Association to charge reasonable maintenance and other fees for the use of any facility situated upon the Common Area;

B. The right of the Association to suspend the right to use the Common Area by an Owner for reasons including, but not limited to:

(1) for a period not to exceed sixty (60) days, for any infraction by an Owner of the published rules and regulations of the Association;

(2) the use and enjoyment of the Common Areas may be limited, restricted or prohibited by the Association as may be appropriate or necessary in order for the Association to properly maintain said area(s). This section shall not be used to suspend an Owner's right to use the roads.

C. The right of the Association 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 may be agreed upon by the members and the applicable government authorities; however, no such dedication or transfer shall be effective unless an instrument signed by the Developer in the event the Developer owns any property within the Subdivision and fifty-one percent (51%) of all the lot owners agreeing to such dedication or transfer has been recorded among the books or records of the Association and an instrument duly reflecting such dedication or transfer and executed by the properly authorized Association personnel has been duly filed among the Public Records of Hillsborough County, Florida, with formalities necessary for the recordation of a deed.

D. The Association and all lot owners shall comply with all governmental regulations including, but not limited to, those of the Southwest Florida Water Management District, and the association shall accept transfer of the SWFWMD permit for the project. It is the responsibility of the owners and Association not to remove the planted vegetation on the littoral areas. It is the lot Owner's responsibility not to remove native vegetation (including cattails) that become established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide and cutting and the introduction of grass carp. Lot owners should address any question regarding authorized activities within the wet detention ponds to Southwest Florida Water Management District, Tampa Regulation Department. It shall be the responsibility of each property owner within the subdivision at the time of construction of a building, residence, or structure, 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. No owner of the property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the SWFWMD, Tampa Regulation Department pursuant to Chapter 40D-4.

Section 2. Other Easements.

A. Easements. Easements for installation and maintenance of walls, utilities, drainage and conservation facilities are shown on the recorded subdivision plat recorded in the Public Records of Hillsborough County, Florida. Within these easements, no structure, shrubbery, trees, bushes or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may damage, interfere with or change the direction of flow of drainage facilities in the easements. The easement area of each lot, if any, and all improvements therein shall be continuously maintained by the Owner of such lot, except for improvements for maintenance, for which a public authority or utility company is responsible or the conservation easements, which the Association has agreed to maintain as Common Areas. Provided, however, each Owner of a Lot subject to a wall or wall/landscape easement shall paint the interior face of the wall (i.e. that portion facing his dwelling) as needed. The Association shall maintain the exterior face and shall make any structural repairs to the boundary wall.

B. Public Access Easement. Fire, police, health, sanitation (including trash collection) and other public service personnel and vehicles shall have and are hereby granted a permanent and perpetual easement for ingress and egress over and across the Common Area.

Section 3. No Partition. There shall be no judicial partition of the Common Area nor shall Developer or any Owner or other person or entity acquiring any interest in the subdivision or any part hereof, seek judicial partition thereof.

ARTICLE III.

Membership In Association: Voting Rights

Section 1. Membership. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership

shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. Classes of Voting Memberships. The Association shall have two (2) classes of voting membership:

CLASS A. Class A members shall be all owners, with the exception of the Developer, and shall be entitled to one (1) vote for each lot then owned. When more than one (1) 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 (1) vote be cast with respect to any lot.

CLASS B. The Class B member(s) shall be the Developer, its successors and assigns, and 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 first:

A. When the total voting outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or

B. on January 1, 2004, or

C. at the election of the Developer.

Section 3. Vote. The vote required for the passage of any particular issue, which shall be the proper subject of a vote by the members of the Association, shall be that number as set forth in the Articles of Incorporation and By-Laws of KINGSHYRE AT CROSS CREEK HOMEOWNERS' ASSOCIATION, INC., as the same may be amended from time to time; provided however, until such time as Developer ceases to own any property in the Subdivision or any property annexed hereto, any action regarding the Common Area must be approved by the Developer.

ARTICLE IV.

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The owner, for each lot owned hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

A. General assessments or charges, which may be levied annually, payable in advance.

B. Special assessments as provided in Section 3 of this Article.

C. Specific assessments as provided in Section 4 of this Article.

The general and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with maximum interest allowed by law, applicable late charges as may from time to time established by the Association, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. 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 improvements and maintenance of any homestead thereon; and (ii) the Association's lien for such assessments has priority over any such homestead; and (iii) such Owner irrevocably waives the benefit of any homestead exemption otherwise available with respect to all amounts secured by such lien.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to:

- A. Promote the recreation, health, and welfare of the members of the Association who own property and reside in the subdivision; and
- B. Provide for the improvement and maintenance of the Common Area.

The Board of Directors are hereby empowered to prepare and adopt an annual budget and based thereon to determine the amount of the general assessment, in carrying out the purposes for which the general assessment shall be made as set forth hereinafter and subject to the economic reality of the sums necessary to be expended in providing the items of service as set forth herein and as same shall vary from time to time.

The Association shall acquire and pay for, out of the funds derived from general assessments, certain items of service which may include, but may not be limited to, the following:

- (1) electricity, light bulbs, wiring and other necessary electrical utility service for the Common Area and any improvement located thereon;

(2) maintenance of the Common Area including, but not limited to roadway, drainage ponds and facilities, sprinkler system, other equipment and personnel necessary for lawn and shrubbery service and for maintenance of the sidewalks and walkways located in the dedicated areas not adjacent to a lot and in the Common Area.

(3) carry and pay for all public liability and other insurance, insuring the Association and its officers and directors against any and all liability to any Owner and others arising out of the occupancy and/or use of the Common or Easement Area(s). Policy limits shall be reviewed at least annually and increased or decreased at the discretion of the Board of Directors upon a proper vote as set forth in the By-Laws hereto at a meeting duly called for the purposes of determining the annual assessments.

(4) trash and garbage collection, sewer and water for the Common Area and any and all improvements located thereon;

(5) any and all legal fees, audit fees and miscellaneous management fees, that are necessary and proper in the opinion of the Board of Directors and any and all materials, supplies, labor, services, maintenance, insurance, taxes or assessments which the Association is required to pay or to secure pursuant to the terms of the Declaration or the By-Laws, or which is necessary or proper in the opinion of the Board of Directors, for the benefit of the Owners or for the enforcement of these restrictions;

(6) there shall be a reserve fund for the repair, major maintenance and resurfacing of the streets and roadways. Further, upon a proper vote as set forth in the By-Laws, at a meeting duly called, the Association may vote to establish additional reserve funds for the happening of certain named contingencies which shall be determined and set forth in a resolution duly voted upon and executed by the Association; and

(7) any and all other purposes deemed necessary and proper upon a proper vote as set forth in the By-Laws at a meeting duly called, the Association may vote to establish an additional category for the happening of certain named events or services which are required or desired by the Association, which vote shall be determined and set forth in a resolution duly voted upon and executed by the Association.

(8) maintenance of the gate, entry system and street lighting, exterior face of the wall and any structural repairs to the wall.

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

a. Upon the sale of the first Lot by the Developer to a Class A Member, a special assessment for working capital fund, equal to One Hundred and Eighty Dollars shall be assessed which shall be due and payable upon conveyance of the Lot to a Class "A" Member.

The aggregate fund established by such special assessment shall be accounted for separately, and shall be available for all necessary expenditures of the Association.

b. In an assessment year, a special assessment in addition to the annual assessment or the working capital fund which is applicable to that year only for the purpose of defraying, in whole or in part, the cost of any nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any Common Maintenance Area, including fixtures and personal property related thereto may be assessed. The Association shall account for such special assessments separately from other funds. Such proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in question, 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 the 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 within thirty (30) days after written demand.

Section 5. Maximum General Assessment.

A. Until January 1, 1998 the maximum yearly assessment shall be Four Hundred and Fifty and no/100 Dollars (\$450.00) per lot.

B. From and after January 1, 1999 the maximum general assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

C. From and after January 1, 1999 the maximum general assessment may be increased above ten percent (10%) only by a vote of not less than two-thirds (2/3) of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 6. Maintenance Contract. In regard to the obligation of the Association to maintain the premises as provided herein, the Association by and through its Board of Directors shall have the right and power to contract with a maintenance company to carry out the obligations in regard to the maintenance as set forth hereinabove.

Section 7. Uniformity. Both general and special assessments must be fixed at a uniform rate for all lots. Each lot shall be responsible for a proportional share of the expenses of the Association, which share shall be a fraction of which the numerator is one (1) and denominator is the number of lots in the Association. Notwithstanding the above, the annual or special assessments of Class B lots shall be Twenty Five Percent (25%) of Class A lots.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage securing an indebtedness and shall also be subordinate to any mortgage owned or insured by the Federal Housing Administration or the Veterans' Administration. An institutional first mortgage referred to herein shall be a mortgage upon a single lot/unit originally granted to and owned by a bank, savings and loan association, or the Developer or through their respective loan correspondents, intended to finance the purchase of a lot/unit or its refinance, or secure loan when the primary security for the same is the single lot/unit involved, including any loans made for the acquisition and development of said lots/units. Should any institutional first mortgagee, as described hereinabove, foreclose its mortgage against a lot/unit and obtain title to said lot/unit secured by such first mortgage by conveyance in lieu of foreclosure, then so long thereafter as such institutional mortgagee shall hold title to said lot/unit, the first mortgagee shall pay its share of the general and special

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assessments as provided for herein; provided, however, this provision as to payment of assessments shall not apply to the Developer. The sale or transfer of any lot/unit pursuant or subsequent to a foreclosure or proceeding in lieu thereof shall not extinguish the personal obligation of the Owner who was the Owner of Record prior to said foreclosure or proceeding in lieu thereof.

Section 9. Effect of Nonpayment of Assessment; Remedies of Association. If the assessments are not paid within thirty (30) days after the date when due, then such assessment shall become delinquent and shall together with such interest thereon and the costs of collection thereof, including attorneys' fees, as hereinafter provided, thereupon become a continuing lien on the property so assessed, which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns.

If the assessment is not paid within thirty (30) days after the date when due, the assessment shall bear interest from the date when due at the rate of eighteen percent (18%) per annum, provided, however, in no event shall this interest rate exceed the maximum allowable by law, and the Association may bring an action of law against the Owner personally obligated to pay the same or may record a claim of lien against the Lot or may foreclose the lien against the Lot, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, and recoverable by the Association, the costs of collection of same, including, but not limited to, reasonable attorneys' fees and the costs of preparing and filing the claim of lien and the complaint in any such action. Additionally, in the event that a judgment is obtained, such judgment shall include interest on the assessment as provided hereinabove and costs of collection and reasonable attorneys' fees incurred in any appeal of such action, to be fixed by the Court, together with the costs of the action.

No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or by abandonment of his Lot.

Section 10. Budget. The Association, subject to the maximum general assessments provided for herein, shall assess the members annually or semi-annually or quarterly through its Board of Directors a sum sufficient to equal the annual budget adopted from year to year by the Board of Directors and will instruct its members to commence with payments of their respective assessments to the Association simultaneously with the execution of this document, save and except, that for the first year thereof, the assessment for each member shall be set forth by the Developer in

a budget approved by the first Board of Directors and based on a estimate of the actual cost of the obligations of the Association as set forth herein for the operation and maintenance of the Association Property in accordance with the terms hereof for the first twelve (12) calendar months, to be determined from the date of execution of this Agreement, and each and every assessment shall be payable to the Association, in advance, in accordance with and subject to the terms, covenants and conditions of the Declaration, the Articles and By-Laws of the Association.

ARTICLE V.
Architectural Control

Section 1. Architectural Control Committee. In order to assure that the residences and other buildings, structures and improvements in the subdivision covered by this Declaration will be constructed in a manner to preserve a uniformly high standard of construction quality, and in order to create, maintain and preserve an attractive, unique and exclusive residential subdivision, with harmony in design and location in relation to surrounding buildings, improvements and topography, and with homogeneity in density, size, and materials of the structures, and appearances of all buildings, structures and improvements on any Lot, there is hereby created an Architectural Control Committee ("ACC"). The ACC shall be initially composed of persons appointed by the Developer. The Developer shall appoint the members of the Architectural Control Committee until the last Lot has been sold by Developer or any builder to a homeowner. However, at such time as all of the Lots in the subdivision have been sold by Developer or another builder to homeowners, or at any time chosen by the Developer, the powers and duties of the ACC shall immediately vest in and be assigned to the Association, and the ACC shall thereafter exist as a committee of the Association under the control of the Association's Board of Directors.

Section 2. Purpose and Powers of the ACC. The ACC shall have the power to regulate those matters described in this Article V, except construction of homes by the Developer or its assigns. The power to regulate shall include the power to prohibit those buildings, structures or improvements deemed inconsistent with the provisions of this Declaration, or the aesthetic scheme, design or quality intended to be created and preserved hereby, or in maintaining the value and desirability of the Property, as a residential community with exclusive unique and desirable aesthetic qualities.

No building, structure or improvement shall be erected constructed, placed, or altered upon any Lot until the Owner of the Lot shall submit in duplicate complete plans and specifications for

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such building, structure or improvement and a detailed site plan showing its proposed location, and the ACC shall have approved such plans and specifications and detailed site plan, in writing. The approval of said plans and specifications by the ACC may be withheld not only because of the noncompliance with any of the specific easements, covenants, conditions and restrictions of this Declaration, but also by reason of the reasonable dissatisfaction of the ACC with any other aspect of such plans and specifications, including but not limited to compliance with this Declaration, the landscaping or grading plans, the proposed location of the structure with respect to topography and finished grade elevations, the quality of workmanship and materials, the type of materials, the color scheme, finished design, proportions, architectural, style, shape, height, size, style or appropriateness of the proposed buildings, structures or improvements located or to be located upon the property, including the height, kind and appearance of fences, walls, and excavation or fill, change in appearance drainage or terrain, planting, utility installation and any other physical change or improvement to any Lot, the size, location, and materials to be used in the construction of the walks and drives, and the sizes and species of landscaping materials, all of which are included within the definition of "improvements" as such word is used herein. One set of plans and specifications and detailed site plan as finally approved shall be retained by the ACC for its permanent records.

It is the intention of this provision to vest in the ACC the right, power and authority to regulate the appearance of the buildings, structures, or improvements to be located upon each Lot, for the purposes herein set forth. Upon completion of any building, structure, or improvement in accordance with the plan specifications and detailed site plan as approved by the ACC, no changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to the exterior of the building structure and/or improvement of the Lot, including that portion thereof not actually occupied by the improvements thereon, unless the same are identical to the original work without the ACC's prior written approval in the manner above provided.

All of the foregoing approvals of the ACC shall not be unreasonably withheld so long as such original plans, specifications and detailed site plan of such change, alteration, addition, reconstruction or attachment as the case may be, conforms substantially to, and is in harmony with, the creation and preservation of the general plan of development intended to be created and preserved by this Declaration.

The ACC's approval, disapproval or conditional approval shall be endorsed upon the plans and specifications submitted by the

Owner, and shall be further evidenced by a written instrument executed and acknowledged by the ACC. Such written instrument shall be returned, accompanied by one set of the submitted documents, to the applicant within thirty (30) working days after submission. If the ACC does not take action to either approve or disapprove the submission within thirty (30) days after receipt of the plans and specifications, the request shall be deemed approved.

This Section shall not apply to construction of homes by the Developer or its assigns.

Section 3. Exculpation of ACC. Members of the ACC cannot and shall not be held responsible or be liable to any person whomsoever, in any manner whatsoever, for any loss or damages arising out of or resulting from the approval, the failure or refusal to approve, or the disapproval of, any plans and specifications or site plans, or for any error in structure, design, or any non-conformance with applicable building codes or local laws or regulations in the plans and specifications or site plans, nor for any defect in design or construction of any building, structure or improvement constructed in accordance with any such plans, specifications or site plans.

Section 4. Submission of Plans and Specifications for Review by the ACC. No plans and specifications shall be considered to have been accepted for review by the ACC unless evidenced by a written receipt of such plans and specifications by the ACC.

ARTICLE VI.
Exterior Maintenance

Section 1. Exterior Maintenance Cost. The Association has no duty of maintenance with respect to any Lot or Dwelling; each Owner shall maintain such Owner's Lot and Dwelling, including any appurtenant driveways, in a safe, sanitary and reasonable attractive condition. If:

- A. any Owner refuses or fails to make any maintenance repairs, or replacement required by Section 2 below; and
- B. as a result, any condition on or adjoining such Owner's Lot becomes a hazard or nuisance to any other Owner or diminishes or impairs the value or marketability of any other Lot, or is visually objectionable to persons lawfully upon the Property; and
- C. at least seventy-five percent (75%) of the members of the Board find that the Owner was provided reasonable notice of the failure of repair, maintenance or replacement and the

Board's consideration thereof, and such Owner was given a reasonable opportunity to be heard by the Board;

then upon the occurrence of all of the foregoing, the Association, may make or perform such repairs, maintenance, or replacements as are reasonably 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 2. Maintenance. Each Owner shall, as necessary from time to time, repair, replace and maintain the roofs, gutters, downspouts, lawn, shrubs, landscaping, walks, fencing, exterior building surfaces, windows, doors, trim members, driveways, coach lights and other exterior improvements and attachments from time to time situated on such Owner's Lot. Each Owner's duty of maintenance includes any and all easement areas upon such Owner's Lot as set out in Article II Section 2. No Owner shall permit any waste to the exterior portions of such Owner's Dwelling or the Lot. Each Owner shall make all repairs, maintenance and replacements necessary to keep attachments and appurtenant driveways, if any, in a safe, sanitary and reasonably attractive condition.

ARTICLE VII.
Use Restrictions

Section 1. The Subdivision will be occupied and used only as follows:

- A. No more than one (1) dwelling shall be placed on any lot herein, and no buildings may be erected without the prior written approval of the ACC as set out in Article V, it being the intent to assure that all building and landscaping shall be architecturally and aesthetically pleasing.
- B. Lots, except as hereinafter set forth, shall be used for residential purposes only.
- C. No business of any kind will be permitted on any of said lots, except personal services where the business conducted on the premises is limited to conferences only. This restriction shall not apply to model homes, construction offices, or sales offices maintained in connection therewith by the Developer.
- D. The Developer reserves the right to nullify restrictions on any lots which are to be used for a community purpose.
- E. Each lot upon which improvements are not yet located, shall be maintained reasonably clean from refuse, debris, rubbish, unsightly growth, and fire hazard. All property

owners are required to keep their property clean, mowed when weeds are high, and free of all unsightly structures or debris. The Developer, or its assigns, shall have the right at any time to clean up any Lots so that this restriction is complied with and make a reasonable charge for such services to the owners as a specific assessment. All Lot owners with completed residences thereon shall keep and maintain such Owner's Lot (including but not limited to that portion of the Lot between sidewalks, if any, and the street), together with the exterior of all buildings, structures and improvements located thereon, in a first class, neat, attractive, sanitary and substantial condition and repair, including without limitation, having the grass regularly cut, and the exercise of generally accepted garden management practices necessary to promote a healthy, weed free environment for optimum plant growth; together with painting, repairing, replacing and caring for roofs, gutters, downspouts, exterior building surfaces, lighting fixtures, shrubs and all other exterior improvements, such as to keep the same in a condition comparable to their original condition, normal wear and tear expected. No Owner shall allow any grass or weed on his or her lot to attain a height in excess of three (3) inches.

F. All cans and containers of any sort used for collection and disposal of refuse, garbage, rubbish, or other discarded matter upon the premises must be placed in an area upon the Lot so as not to be visible from any surrounding property and the same shall not be displayed or placed in front of any Lot or parcel. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other such debris for pickup by garbage and trash removal services if placed in a neat and sanitary manner curbside within twelve (12) hours of such expected removal. No lumber, brick, stone, cinder block, concrete or other building materials, mechanical devices, or any other thing used for building purposes shall be stored on any Lot, except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonably necessary for construction to completion of the improvement in which same is to be used.

G. All fencing and hedges shall be approved by the ACC and shall conform and be in keeping with the type of structure and architectural design of the house to which it is appurtenant and in accordance with guidelines adopted by the ACC. Said fences or hedges shall be maintained in a neat, clean, and attractive condition. No fence or hedge shall be erected or maintained on any Lot or Lots which shall be in excess of six feet (6') in height. A fence located along a drainage

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easement adjacent to a retention pond shall not exceed four feet (4') in height.

H. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

I. No structure of a temporary character, trailer, shed, tent, shack, garage, barn or other outbuilding or any portion of same shall be parked or used on any lot at any time as a residence, either temporarily or permanently. No structure of any kind shall be moved onto any of the above described lots except temporary buildings used during the construction and promotion of houses and sales of the lots described in Article XI. No towers, poles, antennas, receivers or satellite dishes shall be erected upon any residential lot. However, a satellite receiver or dish which is less than or equal to eighteen inches (18") in diameter may be installed upon a structure, or lot, provided that same is installed in such a manner so as not to be visible from the street fronting the structure and the installation is approved by the ACC. All residential utility service lines to the lots shall be underground, unless approved by the Developer.

J. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent; provided however, that these restrictions shall not apply to signs used by a builder or Developer to advertise the property during the promotion and construction of the houses and sales of the lots hereinafter described.

K. No animals, livestock or poultry of any kind shall be kept, raised or bred on any Lot except that dogs, cats and other common household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes; and provided further that no person owning, or in custody, possession, charge or control of any dog shall cause, permit or allow the dog to stray, run or in any manner be at large in or upon any street or the private property of others without the express or implied consent of the Owner thereof; and provided further that no more than a total of three (3) such animals may be kept on any Lot. All household pets must be kept on the Owner's Lot or on leashes.

L. All homes constructed in the subdivision shall have concrete drives and the entire yard of the home shall be sodded (except the area covered by the home, its improvements and landscaping) with St. Augustine sod and there shall be no

gravel yards whatsoever. The landscaping shall include shrubbery plantings of a value of not less than One Thousand and no/100 Dollars (\$1,000.00). All homes shall have operable in-ground automatic sprinkler systems. The Developer shall approve all plans for the construction of homes prior to commencement of construction. All homes shall have a minimum of one thousand eight hundred (1,800) square feet of living area, an attached two (2) car garage and no homes shall be constructed with carports. All single family detached dwellings shall have at least a double enclosed garage equipped with garage doors with automatic openers for the doubles car entry. No water well shall be drilled, maintained or used on this property.

M. All structures must meet the minimum setback requirements of the Hillsborough County Land Development Code. However, the ACC may approve a requested variance from a lot owner who demonstrates a substantial hardship as a result of the application of the setback requirements set forth above, provided that the affected lot owner also obtains any required variance from Hillsborough County.

N. There shall be constructed in front of each and every lot a four foot (4') wide sidewalk which shall meet the specifications outlined by the Developer.

O. No above-the-ground swimming pools shall be installed on any of the lots in said subdivision. No permanent clothes lines may be installed or maintained except that portable rotary type or reel type clothes lines may be permitted in the year yard only and said clothes lines must be stored when not in use.

P. The mailboxes and support, if any, which is provided by the Developer at the time of conveyance by Developer, shall be maintained and remain the same color and structure design, as it was at the time of conveyance by Developer.

Q. Vehicles:

(1) Except as hereinafter expressly provided, no boat, boat trailer, camper, mobile home, travel trailer, aircraft, glider, trailer, aircraft glider, or bus shall be permitted to remain on any Lot or street within the subdivision, unless inside a garage or otherwise parked, stored or located in such manner and location so as not to be visible from the streets and neighboring Lots. Commercial vehicles as defined herein and any truck or vehicle which has signage or other advertising or commercial displays affixed thereto are not

permitted to be parked within the subdivision except on a temporary, short term basis as defined herein. All motor vehicles permitted to be on a Lot must park at all times on pavement, and shall not park on the street, grass or non-paved area of the Lot.

(2) Certain Vehicles. No motorcycle, motor bike, motor scooter, moped, ATV (all terrain vehicles) or other two-wheeled, three wheeled or four-wheeled ATV or go-cart, or the like, shall be permitted to be parked or stored on any Lot, or other residential property, street, road or any other part of Kingshyre at Cross Creek unless the same shall be stored entirely within and fully enclosed by a garage. No such vehicles may be operated within Kingshyre at Cross Creek except for entering and leaving Kingshyre at Cross Creek and then only if such vehicle is licensed or registered by the State of Florida to operate on public roads, and except to the extent any such vehicles may be used by the Developer prior to turnover.

(3) "Parking on a Temporary, Short-Term Basis" shall mean parking, on a non-recurring basis and for a single period not exceeding seventy-two (72) hours in duration for recreational vehicles belonging to guests of Owners, and it shall also mean parking of less than twelve (12) hours for commercial vehicles used in connection with the furnishing of services and/or the routine pick-up and delivery, respectively, of materials from and to Dwelling Units (including those commercial vehicles used in connection with bona fide current on-going construction of improvements on Lots, other residential property or common property) and commercial and recreational vehicles to or being used by Owner for loading or unloading purposes only.

(4) "Commercial Vehicles" shall mean a truck, motor home, bus or van of greater than three-quarter (3/4) ton capacity and any vehicle, including a passenger automobile, with a sign displayed on any part thereof advertising any kind of business or within which any commercial materials and/or tools are visible. Commercial vehicles shall be parked on a temporary, short term basis only.

(5) Enforcement. Any commercial, recreational or other vehicle parked, stored, repaired, serviced, painted, dismantled, rebuilt, constructed, or operated in violation of the restrictions provided in this Section or in violation of any reasonable rules and regulations adopted by the Association from time to time may be towed away or otherwise removed by or at the request of the Association, and the Owner

of the Lot or dwelling unit to whom such vehicles belong to or to whom the operator of such vehicle is a family member, guest or invitee shall reimburse the Association for any costs incurred by the Association and the Association shall have a lien right against such Lot or dwelling unit to enforce collection of such reimbursement. Any cost or expense not incurred by, or the responsibility of the Association but necessary to recovery of the towed or removed vehicle shall be borne by the owner or operator of the towed or removed vehicle.

R. No building, structure or improvement which has been partially or totally destroyed by fire or casualty shall be permitted to remain in such state for more than eight (8) months from the date of such damage or destruction. If reconstruction or repair of any such building, structure or improvement is not so commenced within eight (8) months, the Owner thereof shall raze or remove the same promptly from such Owner's Lot. Any Owner who has suffered damage to his residence by reason of fire or any other casualty may apply to the Association, in accordance with Article V, for approval for reconstruction, rebuilding or repair in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty.

S. No window air conditioning units shall be installed in any structure.

T. No owner, invitee, or person residing within the Lands may violate the Association's rules and regulations for the use of the Lands. All owners and other persons residing within the Lands, 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 Lands 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 Lands from time to time designated by the Association for such purpose.

U. There shall be no yard sales, garage sales or commercial sales conducted upon any Lot or from any Common Area; provided, however, that the Association may authorize a

community wide garage sale at a rate of not more than three times a year.

ARTICLE VIII.

Private Streets and Gated Entry

Section 1. Private Streets and Drainage Improvements. Any private streets that may be constructed or created by the Developer as part of the subdivision improvements or otherwise, shall be maintained by the Association in the same condition and appearance as constructed or created. The Association may, by adoption of the budget, establish reserves for the replacement of paving and other capital elements or improvements. The Association shall maintain the storm water collection system, including catch basins, pipes, drainage structures, and ponds, in the same condition as when constructed.

Section 2. Access Easement. Developer hereby grants to each Owner, their guests, invitees, residents, and visitors, and emergency personnel and agencies, utilities providers, guests and invitees of the Association, representatives of any Master Association, and reserves to itself, its employees, agents, contractors, and invitees, a perpetual and non-exclusive easement over the Common Areas constructed as streets and roadways, for the purposes of ingress and egress to any area of the Lands.

Section 3. Operation of Gated Entries. By acceptance of a deed to a Lot within the Lands, each Owner agrees that the Association and the Developer have no obligations whatsoever for providing protection to persons on the Lands. Furthermore, Owner acknowledges that the Lands may have a gate at the entrance of the Lands to assist in attempting to limit access to the Lands or an individual Village to the residents therein and their invitees. Owners acknowledge and agree, however, that the gates will be open during the hours for which Developer needs access to the model homes, construction trailer(s) or for the development of the Lands or construction of homes. After Developer notifies the Association through its Board of Directors that Developer no longer needs such regular access, the Association will determine the hours, if any, for which a gate will be open. Owners further acknowledge and agree that a gate does not guarantee the Owners' personal safety or security of Owner's Lands. Owners acknowledge that the Developer and the Association have no control over said gates and Owners hereby release Developer from all liability related to the gates. Owners agree that it shall be the sole and exclusive obligation of Owners to determine and institute for themselves the appropriate security and any other precautions to protect from and against trespass, criminal acts and any other dangers to Owners' safety and security of their lands, because a gate in and of itself will not

protect Owners from and against said risks and dangers. Owners further agree that the Developer and the Association shall have no obligation whatsoever for providing protection to Owners or the Lands from conditions existing within public or private streets, parks or common areas. Owners agree that the Developer and the Association shall not be liable for injuries or damage suffered by any Owner resulting from any failure, defect or malfunction in a gate or equipment or personnel related thereto or acting in place of a gate (i) to restrict the Lands to the residents and their invitees; or (ii) that limits the ability of Owner to leave or exit the Lands by means of a gate.

Section 4. Liability of Association. Notwithstanding anything contained herein or in the articles of incorporation, by-laws, any rules or regulations of the association or any other document governing or binding the Association (collectively the "Association Documents"), neither the Association nor the Developer nor any officer or employee thereof shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any owner, occupant or user of any portion of the Property including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any lands of any such persons. Without limiting the generality of the foregoing:

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

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

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

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Each owner (by virtue of his acceptance of title to his lot) and each other person having an interest in or lien upon, or making any use of, any portion of the Lands (by virtue of accepting such interest or lien or making such uses) shall be bound by this Article and shall be deemed to have automatically waived any and all rights, claims demands and causes of action against the association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Article.

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

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

ARTICLE IX.
General Provisions

Section 1. All grantees, heirs, successors, legal representatives, and assigns taking any lot or lots shall be subject to these covenants and charges.

Section 2. If any covenants herein are breached by the owner, his assigns, tenants, or agents, the Developer or its assigns, the Association or other owners may bring such action as may be necessary to enforce these covenants; the losing party to pay all costs thereof, including all attorneys' fees.

Section 3. The failure of any land owner, the Association or the Developer to enforce any restriction, condition, covenant or agreement herein contained, shall be in no event deemed a waiver of

the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

Section 4. The owners shall be under no duty, either expressed or implied, to enforce the foregoing restrictions, but shall have the right to enforce said restrictions should they so elect.

Section 5. The foregoing restrictions shall run with the land and are imposed on and intended to benefit and burden every parcel of land in said subdivision.

Section 6. Where the word "Developer" is used herein, it is construed that the same means Developer, or its lawful assignees, beneficiaries of a trust, or their assigns, heirs, personal representatives and assigns.

Section 7. The Developer shall have the right to modify or amend these Covenants, Conditions and Restrictions, provided that such modification or amendment shall be in accordance with Developer's plan or scheme of development as provided by law, as long as Developer owns at least one (1) lot.

Section 8. These covenants are to run with the Land and shall be binding upon all parties and all persons claiming under them for a term of twenty five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots, it is agreed that it is to the best interests of the subdivision that changes be made, in which case, such changes shall be evidenced.

Section 9. Amendment. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by at least seventy-five percent (75%) of each class of the voting members, and thereafter by an instrument signed by not less than fifty percent (50%) of the voting members. Provided, however, that no such amendment shall adversely affect the rights and duties of the Developer or the Southwest Florida Water Management District (SWFWMD) hereunder without its prior written consent thereto. Any such amendment shall be recorded in the public records of Hillsborough County, Florida. The Developer shall have the absolute right to amend the Declaration if such amendment is required in order to obtain approval by a government agency, such as but not limited to SWFWMD or to correct a scrivener's error.

Section 10. Enforcement. The Association, Developer, or any 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 and the party enforcing same shall be entitled to recover all court costs and reasonable attorney's fees whether incurred prior to litigation, for trial or appeal. Failure by the Association, Developer, or by any Owner to enforce any covenant, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 11. Fines. In addition to all other remedies and to the maximum extent lawful, a fine or fines may be imposed upon any Owner for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the Notice shall be the date and time of a hearing before a committee of at least three members appointed by the Board of Directors who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee, at which time the Owner shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to the committee after which the committee shall hear reasons why a fine(s) should not be imposed. The Owner shall have a right to be represented by counsel and to cross-examine the witnesses. A written decision of the committee shall be submitted to the Owner not later than twenty-one (21) days after the committee's meeting. The committee decision, if to impose a fine, must be supported by a majority of the committee.

(c) Amounts: The committee (if its findings are made against the Owner) may impose specific assessments as a fine against the Lot owned by the Owner as provided by law:

(d) Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition or assessment thereof.

(e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments and lien securing same as set forth herein.

(f) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be constructed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such owner.

Section 12. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provision which shall remain in full force and effect.

Section 13. Water and Sewer Utility Service. The subject property lies within the jurisdiction of the City of Tampa with respect to the provision of water and sewer service. Each Owner agrees to be bound by and comply with the requirements of such utility company as from time to time may be imposed including, but not limited to, the imposition of assessments or connection fees, to be paid to said utility company or reimbursed to Developer, its successors or assigns, in the event said fees are required to be pre-paid by Developer, its successors or assigns. Each Owner acknowledges that such requirements, rules, regulations and other impositions for utility service are those of the City of Tampa and not the Developer.

ARTICLE X.
Annexation

The Developer may be permitted to annex additional property and Common Area, without the consent of the Association, Owners or Mortgagees, within ten (10) years of the date of the recordation of this instrument. Any such additional property shall become subject to the provisions of the Articles of Incorporation; Declaration of Covenants, Conditions and Restrictions; and the By-Laws upon the filing of any supplement to the Declaration of Covenants, Conditions and Restrictions in the public records of Hillsborough County, Florida which said supplement shall be properly executed and acknowledged by the Developer, only, and shall not require the consent of the Association, Owners and/or Mortgagees. The amendment may contain such complimentary additions and/or modifications of the Covenants of this Declaration as may be determined by the Developer provided that such additions and/or modifications are not substantially inconsistent with the Declaration.

Any such additional lands shall not be subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions, nor shall same constitute a cloud or encumbrance upon

the title of said Lands, until a supplement to the Declaration of Covenants, Conditions and Restrictions is/are recorded among the public records of Hillsborough County, Florida, from time to time.

ARTICLE XI.
Developer Exemption

Section 1. Exemption of Developer. Nothing contained in this Declaration shall be interpreted or construed to prevent Developer, or its designated assigns or it or their contractors, or subcontractors, from doing or performing on all or any part of the Property owned or controlled by the Developer, or its designated assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including, without limitation:

(a) Erecting, constructing, and maintaining thereon such structures as may be reasonably necessary for the conduct of Developer's business of completing the final development and establishing the Property as a residential community and disposing of the same in Lots by sale, lease or otherwise.

(b) Erecting and maintaining such signs thereon as may be reasonably necessary in connection with the sale, lease or other transfer of any portion of the Lands. All provisions of this Declaration in conflict with this Paragraph shall be deemed inoperative as to Developer and its designated assigns.

Section 2. Exemption of Developer and Designated Builders. Every person, firm or corporation purchasing a Lot recognizes that Developer or designated builders shall have the right to:

(a) use of Lots and residences erected thereon for sales offices, field construction offices, storage facilities, general business offices; and

(b) maintain furnished model homes on the Lot which are open to the public for inspection seven (7) days per week for such hours as deemed necessary or convenient by Developer or designated builder; and

(c) erect and maintain such signs on the Lot in connection with the uses permitted in (a) and (b) above.

IN WITNESS WHEREOF, Developer has executed this Declaration the 2nd day of July, 1996.

WITNESSES:

Donna M. Slattery

DONNA M. SLATTERY
Please Print Name

[Signature]

Michael E. Trippe
Please Print Name

SOUTHERN CRAFTED HOMES, INC.
a Florida corporation

[Signature]
By: Kurt Hull, President

Corporate Seal

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 2nd day of June, 1996, by Kurt Hull, as President of Southern Crafted Homes, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Carol S. Merriman
NOTARY PUBLIC
Name: CAROL S. MERRIMAN
Serial #: _____
My Commission Expires: _____

Seal



CAROL S. MERRIMAN
MY COMMISSION # CC448458 EXPIRES
May 7, 1999
BONDED THRU TROY FAIR INSURANCE, INC.

OFF: 8203 P: 1572