

THIS IS NOT A
CERTIFIED COPY

90
F

OFF: 75976 825
REC: 75976 825

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

MASTER DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS

FOR

CROSS CREEK II

1994 NOV 30 PM 4: 58

94291693

✓ This Instrument Prepared By And Return To:
Kirk D. Eicholtz, Esquire
BLAIN BRICKLEMYER & SMOLKER, P.A.
100 E. Madison Street, Suite 300
Tampa, Florida 33602

KDB/U16/CREEKII.DBC

THIS IS NOT A CERTIFIED COPY

OFF. 7597PG 826
REC.

TABLE OF CONTENTS

	Page
ARTICLE I	1
<u>DEFINITIONS</u>	1
1. <u>"Architectural Control Committee" or "Committee"</u>	2
2. <u>"Area of Common Responsibility"</u>	2
3. <u>"Articles of Incorporation" or "Articles"</u>	2
4. <u>"Assessed Value"</u>	2
5. <u>"Base Assessment" or "Assessment"</u>	2
6. <u>"Blanket Fidelity Bonds"</u>	2
7. <u>"Board of Directors" or "Board"</u>	2
8. <u>"By-Laws"</u>	2
9. <u>"Commercial Unit"</u>	3
10. <u>"Common Area" or "Common Areas"</u>	3
11. <u>"Common Expenses"</u>	3
12. <u>"Community Wide Standard"</u>	3
13. <u>"Comprehensive General Liability Insurance"</u>	3
14. <u>"Declarant"</u>	3
15. <u>"Declarant Control Period"</u>	4
16. <u>"Declaration"</u>	4
17. <u>"Governmental Authority(ies)"</u>	4
18. <u>"Homeowners' Association"</u>	4
19. <u>"Institutional Lender"</u>	4
20. <u>"Majority Vote" or "Vote"</u>	4
21. <u>"Master Association" or "Association"</u>	5
22. <u>"Member"</u>	5
23. <u>"Mortgage"</u>	5
24. <u>"Mortgagee"</u>	5
25. <u>"Mortgagor"</u>	5
26. <u>"Owner"</u>	5
27. <u>"Person"</u>	5
28. <u>"Planned Unit"</u>	5
29. <u>"Property or Properties"</u>	5
30. <u>"Residential Unit"</u>	6
31. <u>"Rules and Regulations"</u>	6
32. <u>"Special Assessment"</u>	6
33. <u>"Subsequent Amendment"</u>	6
34. <u>"Unit"</u>	6
ARTICLE II	6
<u>COMMON AREAS</u>	6
1. <u>Conveyance of Common Areas to Master Association</u>	6
2. <u>Use and Benefit</u>	7
3. <u>Grant and Modification of Easements</u>	7
4. <u>Additions, Alterations or Improvements</u>	7

THIS IS NOT A CERTIFIED COPY

OFF. REC. 7597PS 827

TABLE OF CONTENTS (continued)

	<u>Page</u>
5. <u>Default</u>	7
6. <u>Damage or Destruction</u>	8
7. <u>Surface Water Management System</u>	8
8. <u>Mortgage and Sale of Common Area</u>	8
ARTICLE III	8
<u>MEMBERSHIP AND VOTING RIGHTS</u>	8
1. <u>Membership</u>	8
2. <u>Voting</u>	9
ARTICLE IV	10
<u>MAINTENANCE</u>	10
1. <u>Master Association's Responsibility</u>	10
2. <u>Owner's Responsibility</u>	11
3. <u>Homeowners' Association's Responsibility</u>	11
ARTICLE V	11
<u>INSURANCE AND CASUALTY LOSSES</u>	11
1. <u>Insurance</u>	11
2. <u>Individual Insurance</u>	13
3. <u>Damage and Destruction</u>	14
4. <u>Disbursement of Proceeds</u>	14
5. <u>Repair and Reconstruction</u>	15
ARTICLE VI	15
<u>NO PARTITION</u>	15
ARTICLE VII	15
<u>CONDEMNATION</u>	15
ARTICLE VIII	16
<u>ANNEXATION OF ADDITIONAL PROPERTY</u>	16
1. <u>Annexation With Approval of Class "A" Member</u>	16
2. <u>Amendment</u>	16
ARTICLE IX	16
<u>RIGHTS AND OBLIGATIONS OF THE ASSOCIATION</u>	16
1. <u>Powers of the Master Association</u>	16
2. <u>Approval or Disapproval of Matters</u>	16
3. <u>Acts of the Master Association</u>	16
4. <u>Rules and Regulations</u>	17

THIS IS NOT A CERTIFIED COPY

OFF. REC. 7597PG 828

TABLE OF CONTENTS (continued)

	Page
5. <u>Management and Service Contracts</u>	17
6. <u>Implied Rights</u>	17
7. <u>Common Area</u>	17
8. <u>Personal Property and Real Property for Common Use</u>	17
9. <u>Powers of the Master Association With Respect to Homeowners' Associations</u>	17
10. <u>Governmental Interests</u>	18
11. <u>Dedication of Common Areas</u>	18
ARTICLE X	18
<u>ASSESSMENTS</u>	18
1. <u>Creation of Assessments</u>	18
2. <u>Payment of Assessments</u>	19
3. <u>Computation of Assessment</u>	20
4. <u>Special Assessments</u>	20
5. <u>Lien for Assessments</u>	21
6. <u>Capital Budget and Contribution</u>	22
7. <u>Surplus and Deficit</u>	22
8. <u>Date of Commencement of Annual Assessments</u>	22
9. <u>Subordination of the lien to First Mortgages</u>	23
10. <u>Exempt Property</u>	23
11. <u>Assessment of Units Subject to Condominium Associations</u>	23
ARTICLE XI	24
<u>ARCHITECTURAL STANDARDS</u>	24
1. <u>New Construction Committee</u>	24
2. <u>Modifications Committee</u>	24
3. <u>No Waiver of Future Approvals</u>	25
4. <u>Variance</u>	25
5. <u>Effects of Homeowners' Association</u>	25
6. <u>No Liability</u>	25
ARTICLE XII	26
<u>USE RESTRICTIONS</u>	26
1. <u>No Waste</u>	26
2. <u>Compliance with Laws</u>	26
3. <u>Signs</u>	27
4. <u>Parking and Garages</u>	27
5. <u>Occupants Bound</u>	27
6. <u>Animals and Pets</u>	27
7. <u>Temporary Structures</u>	27

THIS IS NOT A CERTIFIED COPY

OFF. REC. 7597PG 829

TABLE OF CONTENTS (continued)

	<u>Page</u>
8. <u>Oil and Mining Operations</u>	27
9. <u>Garbage and Refuse Disposal</u>	27
10. <u>Water Supply</u>	28
11. <u>Sewage Disposal</u>	28
12. <u>Common Properties</u>	28
13. <u>Boats</u>	28
14. <u>Easements</u>	28
15. <u>Nuisance</u>	28
16. <u>Unightly or Unkempt Conditions</u>	28
17. <u>Antennas</u>	29
18. <u>Subdivision of Unit</u>	29
19. <u>Irrigation</u>	29
20. <u>Drainage and Septic Systems</u>	29
21. <u>Tree Removal</u>	29
22. <u>Site Distance at Intersections</u>	29
23. <u>Utility Lines</u>	29
24. <u>Energy Conservation Equipment</u>	30
25. <u>Lakes and Water Bodies</u>	30
26. <u>Fences</u>	30
27. <u>Business Use</u>	30
ARTICLE XIII	30
<u>MORTGAGEE PROVISIONS</u>	30
1. <u>Notices of Action</u>	31
2. <u>Special FHLMC Provision</u>	32
3. <u>FHA/VA Approval</u>	32
4. <u>No Priority</u>	32
5. <u>Notice to Master Association</u>	32
6. <u>Amendment by Board</u>	32
7. <u>Applicability of Article III</u>	32
8. <u>Failure of Mortgagee to Respond</u>	32
ARTICLE XIV	33
<u>EASEMENTS</u>	33
1. <u>Easements Reserved to the Declarant</u>	33
2. <u>Master Association Power to Grant Easements</u>	34
3. <u>Easement for Upkeep</u>	34
4. <u>Easement for Support</u>	35
5. <u>Easement for Emergency Access</u>	35
6. <u>Easement for Use of Common Area</u>	35

THIS IS NOT A CERTIFIED COPY

OFF. REC. 7597PG 830

TABLE OF CONTENTS (continued)

	<u>Page</u>
ARTICLE XV	36
<u>DECLARANT'S SPECIAL RIGHTS; TRANSFER</u>	36
1. <u>Declarant Special Rights</u>	36
2. <u>Transfer of Declarant's Special Rights</u>	36
3. <u>No Obligations</u>	38
4. <u>Encroachments</u>	39
ARTICLE XVI	39
<u>ENFORCEMENT</u>	39
1. <u>Monetary Defaults and Collection of Assessments</u>	39
2. <u>Non-Monetary Defaults</u>	41
3. <u>No Waiver</u>	42
4. <u>Rights Cumulative</u>	42
5. <u>Enforcement By or Against other Persons</u>	42
6. <u>Certificate as to Unpaid Assessments or Default</u>	43
7. <u>Declarant's Enforcement of Obligations of Master Association</u>	43
ARTICLE XVII	43
<u>AMENDMENT; EXTRAORDINARY ACTIONS</u>	43
1. <u>Amendment by the Declarant</u>	43
2. <u>Amendment by the Master Association</u>	43
3. <u>Prerequisites</u>	44
4. <u>Extraordinary Actions of the Master Association</u>	44
ARTICLE XVIII	45
<u>GENERAL PROVISIONS</u>	45
1. <u>Term, Binding Effect</u>	45
2. <u>Indemnification</u>	45
3. <u>Notices</u>	45
4. <u>Severability</u>	45
5. <u>Perpetuities</u>	45
6. <u>Special Provisions Regarding Cable Television</u>	46
7. <u>Damage or Destruction</u>	46
8. <u>Conflict with Articles or By-Laws</u>	46
9. <u>Litigation</u>	46
10. <u>Cumulative Effect; Conflict with Homeowners' Documents</u>	47
11. <u>Captions</u>	47
12. <u>Pronouns</u>	47
13. <u>Exhibits</u>	47

THIS IS NOT A CERTIFIED COPY

OFF. REC. 759770 831

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROSS CREEK II

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROSS CREEK II is made this 10th day of November, 1994, by APU Cross Creek, Inc., a Florida corporation (hereinafter referred to as "Declarant")

RECITALS:

A. Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference.

B. Declarant intends by this Declaration to impose upon the Properties (as defined herein) mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of property within the Properties.

C. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Properties, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Properties as are now or hereafter subjected to this Declaration.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the Declarant consents and agrees as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Declarant hereby declares that all of the Property described in Exhibit "A" and any additional property as is hereafter subjected to this Declaration by Subsequent Amendment (as defined herein) shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the Property subjected to this Declaration and which shall be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof. This Declaration does not and is not intended to create a condominium within the meaning of Chapter 718, Florida Statutes.

ARTICLE I DEFINITIONS

The terms "section" and "paragraph" where used in this Declaration and the Master Association's By-Laws and Articles of Incorporation are synonymous unless the context otherwise requires. The terms "land" and "property" are synonymous unless the context otherwise

THIS IS NOT A

CERTIFIED COPY

OFF. REC. 75976 832

requires. The following words and phrases when used in this Declaration shall have the following meanings:

Section 1. "Architectural Control Committee" or "Committee" shall mean and refer to the committee appointed by the Board of Directors of the Master Association for the purposes set forth in this Declaration.

Section 2. "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this Declaration or by contract or agreement with any Homeowners' Association become the responsibility of the Master Association. The office of any property manager employed by or contracting with the Master Association, if located on the Properties, or any public rights-of-way within or adjacent to the Properties, or adjacent to the Properties, may be part of the Area of Common Responsibility.

Section 3. "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of the Master Association, attached hereto as Exhibit "B", as the same may be amended from time to time.

Section 4. "Assessed Value" shall mean the total assessed value of a Commercial Unit as determined each year by the real estate tax assessor (or similar official) for Hillsborough County at the time the Association makes assessments for such year. If the Assessed Value is subsequently adjusted during the Association's fiscal year, such adjustment shall not be taken into account. Until any Commercial Unit has been assessed for real estate tax purposes, the purchase price paid for such Unit by the Owner shall be the Assessed Value. Further, if any Commercial Unit is subdivided during any fiscal year, the Assessed Value of each Commercial Unit so created shall be as determined by the subdividing Owner in the deed of subdivision, or if no such determination is made, the Assessed Value of each Unit so created shall be in proportion to the relative acreage (as to land value) and relative square footage of the improvements (as to value of the improvements) on each such Unit until a separate assessed value for each Commercial Unit is available from the real estate tax assessor.

Section 5. "Base Assessment" or "Assessment" shall mean and refer to assessments levied to fund Common Expenses for the benefit of all Members of the Master Association.

Section 6. "Blanket Fidelity Bonds" shall mean, for anyone who handles or is responsible for funds held or administered by the Master Association, covering the maximum funds that will be in the custody or control of the Master Association or any managing agent, which coverage shall be at least the sum of three (3) months assessments on all Units plus reserve funds.

Section 7. "Board of Directors" or "Board" shall mean the elected body of the Master Association having its normal meaning under Florida corporate law.

Section 8. "By-Laws" shall mean and refer to the By-Laws of the Master Association attached hereto as Exhibit "C" and incorporated herein by reference, as they may be amended from time to time.

THIS IS NOT A

CERTIFIED COPY

OFF. REC. 759716 833

Section 9. "Commercial Unit" shall mean a portion of the Property which is zoned primarily for non-residential uses such as corporate office, office building, retail use, restaurant, hotel or similar uses; specifically excluding, however, public and private parks, clubhouse facilities, public and private schools, and church and church related facilities. For purposes of assessments and voting, the number of Commercial Units attributable to an Owner's property shall be determined as follows: each One Hundred Thousand Dollars (\$100,000.00) or portion thereof of Assessed Value shall be equal one (1) Unit.

Section 10. "Common Area" or "Common Areas" shall mean and refer to those tracts designated as Common Area or Common Areas and dedicated to the Master Association, either directly by deed or on the plat or plats of the Properties, as well as such other property, both real and personal, as provided in this Declaration. Common Area or Common Areas may consist of entranceway features, recreation areas, facilities and/or building(s) and improvements, improved or unimproved real property, pumps, dikes, lakes, waterways, canals, conservation areas, drainage areas, parks, grass and/or landscaped areas (including such areas between the street curb or street and a sidewalk running parallel to such street), buffer zones, personal property, streets, sidewalks, street and other lighting, fire hydrants, pedestrian areas, easements, transit stops, bus shelters, paved areas and such other properties which may be designated Common Areas and such other improvements as described in this Declaration. It is the intention of the Declarant to designate portions of the lands on the plats of the Properties as well as other portions of the Properties as Common Areas and to convey fee simple title to such Common Area or Common Areas to the Master Association as hereinafter provided.

Section 11. "Common Expenses" shall mean and include, but not be limited to, the actual and estimated expenses incurred in the ownership, maintenance, repair, improvement, operation and compliance with all laws, rules and regulations of all Governmental Authorities of, or with respect to, the Common Areas and the Master Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board of Directors pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Master Association.

Section 12. "Community Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board of Directors or the New Construction Committee.

Section 13. "Comprehensive General Liability Insurance" shall mean the insurance protecting the Master Association from claims for bodily injury, death or property damage providing for coverage of at least \$1,000,000 for any single occurrence.

Section 14. "Declarant" shall mean the Person executing this Declaration, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Unit from the Declarant for the purpose of development, or any Person who may be assigned the rights of Declarant pursuant to a written assignment executed by the then present Declarant and recorded in the public records of Hillsborough County, Florida. In addition, in the event any Person obtains title to all of the Properties then owned by Declarant as a result of the foreclosure of any mortgage or deed in lieu thereof, such Person may elect to become the Declarant by a written election recorded in the public records of Hillsborough County, Florida and regardless of the exercise of such election, such Person may appoint as Declarant any third party who acquires

THIS IS NOT A
CERTIFIED COPY

OFF. REC. 7597PG 834

title to all or any portion of the Properties by written appointment recorded in the public records of Hillsborough County, Florida. In any event, any subsequent Declarant shall not be liable for any default or obligations incurred by any prior Declarant, except as same may be expressly assumed by the subsequent Declarant.

Section 15. "Declarant Control Period" means the period as set forth in Article VI, Section 2 of the Articles.

Section 16. "Declaration" means this Master Declaration of Covenants, Conditions and Restrictions for Cross Creek II made by the Declarant and recorded among the Public Records of Hillsborough County, Florida. The term Declaration shall include all amendments to the Declaration as provided herein.

Section 17. "Governmental Authority(ies)" shall mean Hillsborough County, the Government of the United States of America, the State of Florida, and each and every agency, division, commission, subdivision and instrumentality of the foregoing, any or all of which have jurisdiction over the Property or any part thereof, except that if reference is made to a single governing authority, such term shall include only the single governmental authority specified.

Section 18. "Homeowners' Association" shall mean a nonprofit corporation, other than the Master Association, which is formed to administer a declaration of covenants and restrictions, declaration of condominium, or similar declaration affecting any portion of the Properties, and whose members consist of the Owners of the Properties affected by such declaration.

Section 19. "Institutional Lender" shall mean any company or entity holding a mortgage encumbering any Property, which in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans, and which company or entity is not owned or controlled by the Owner of the Property encumbered. An Institutional Lender may include, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, the Federal Home Loan mortgage Corporation, an agency of the United States or any other Governmental Authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an Institutional Lender shall also mean the holder of any mortgage executed by or in favor of Declarant, whether or not such holder would otherwise be considered an Institutional Lender.

Section 20. "Majority Vote" or "Vote" means a simple majority (more than fifty percent (50%)) of the votes entitled to be cast by Members present in person or by proxy at a duly held meeting of the Members at which a quorum is present. Any vote of a specified percentage of Members means that percentage with respect to the total number of votes entitled to be cast by Members present in person or by proxy at a duly held meeting at which a quorum is present. Any vote by a specified percentage of the Board of Directors (or the New Construction Committee) means that percentage with respect to votes entitled to be cast by directors (or committee Members present) at a duly held meeting of the Board (or Committee) at which a quorum is present. Any vote of or approval by a specified percentage of the Mortgagees means a vote of or approval by the Mortgagees of Units calculated according to the number of votes allocated to the Units on which each has a Mortgage.

THIS IS NOT A

CERTIFIED COPY

OFF. REC. 759716 835

Section 21. "Master Association" or "Association" shall mean and refer to Cross Creek II Master Association, Inc., a Florida corporation not-for-profit, its successors or assigns, the Articles of Incorporation and By-Laws of which are attached hereto as Exhibits "B" and Exhibit "C". The use of the term "association" or "associations" in lower case shall refer to (i) any Homeowners' Association, or (ii) any other owners association having jurisdiction over any part of the Properties.

Section 22. "Member" shall mean and refer to a Person entitled to membership in the Master Association, as provided herein.

Section 23. "Mortgage" shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

Section 24. "Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage.

Section 25. "Mortgagor" shall mean and refer to any Person who gives a Mortgage.

Section 26. "Owner" shall mean and refer to one (1) or more persons who hold the record title to any Unit or Commercial Unit which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner.

Section 27. "Person" shall mean a natural person, a corporation, a partnership, a trustee, or other legal entity.

Section 28. "Planned Unit" shall mean a Residential Unit which is planned to be constructed within the Properties, but which is not yet constructed and/or for which the controlling Governmental Authority has not yet issued a certificate of occupancy. The number of Planned Units within the Properties is (i) the total number of Residential Units which may be constructed within the Properties determined pursuant to a recorded Declaration of Condominium or amendment thereto, a site plan, construction plan or plat approved by Hillsborough County, or a good faith written estimate of the total number of Units which may be constructed within the Properties signed by the Owner which shall be subject to the reasonable approval of the Board and in any event shall not exceed the maximum number of Units that may be constructed within the Properties pursuant to the regulations of the controlling Governmental Authority, in that order of priority, (ii) less the number of Units actually existing within the Properties. Any Owner may limit the number of Planned Units within the Owner's property by executing an agreement setting for the maximum of Units constructed within such Property, which shall be executed or joined in by the Master Association and any Mortgagee holding a Mortgage encumbering the Property and recorded in the public records of Hillsborough County, Florida, and in that event no more Units may be constructed within the Properties without the written consent of the Master Association.

Section 29. "Property or Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto, together with such additional property as is hereafter subjected to this Declaration by Subsequent Amendment.

THIS IS NOT A
CERTIFIED COPY

OFF. REC. 759776 836

Section 30. "Residential Unit" shall mean a portion of the Properties intended for use, and occupancy as an attached or detached residence for a single family, and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) condominium units, townhouse units, apartment units, cluster homes, patio or zero lot line homes, and single-family detached homes on separately platted lots, all as may be developed, used, and defined as herein provided or as provided in Subsequent Amendments covering all or a part of the Properties. The term shall include all portions of the Unit owned including any structure or improvements constructed thereon.

Section 31. "Rules and Regulations" shall mean the rules and regulations governing the use, occupancy, operation and physical appearance of the Property adopted from time to time by the Board of Directors.

Section 32. "Special Assessment" shall mean and refer to assessments levied in accordance with Article X, Section 4 of this Declaration.

Section 33. "Subsequent Amendment" shall mean an amendment to this Declaration which subjects additional property to this Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Subsequent Amendment to the provisions of this Declaration.

Section 34. "Unit" shall mean and refer to a Commercial Unit, a Residential Unit, a Planned Unit or all of the aforesaid as appropriate to the content in which the term is used.

ARTICLE II COMMON AREAS

Section 1. Conveyance of Common Areas to Master Association.

(a) The Declarant by the recordation of various plats of the Property and by the dedications contained in such plats shall be deemed to have conveyed to the Master Association the Common Areas, if any, dedicated to the Master Association as set forth on such plats. The Declarant shall further convey such Common Areas to the Master Association by Quit Claim Deed. Additionally Declarant shall have the right to convey title to any portion of the Property owned by it, or any easement or interest therein, to the Master Association as a Common Area, and the Master Association shall be required to accept such conveyance. Any such conveyance shall be effective upon recording the deed, plat or instrument of conveyance in the public records of Hillsborough County, Florida. Amendments which are for the purpose of adding Common Areas need only be executed by the Declarant without the joinder or approval of the Master Association, or any Mortgagee or Member of the Master Association, and such Amendments shall be recorded in the Public Records of Hillsborough County, Florida. The Declarant's right to designate and add Common Properties shall terminate December 31, 2023.

(b) Any other Person may also convey title to any Property owned by such Person, or any easement or interest therein, to the Master Association as a Common Area, but the Master Association shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or

THIS IS NOT A CERTIFIED COPY

OFF. REC. 759778 837

improvement of any such property upon the Master Association, unless the Board expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the public records of Hillsborough County, Florida.

Section 2. Use and Benefit. All Common Areas shall be held by the Master Association for the use and benefit of the Master Association and its Members, the residents of the Property, and their respective guests and invitees, the holders of any Mortgage encumbering any Property from time to time, and any other persons authorized to use the Common Areas or any portion thereof by Declarant or the Master Association, for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms of this Declaration, subject to the terms of any easement, restriction, reservation or limitation of record affecting the Common Areas or contained in the deed or instrument conveying a Common Area to the Master Association and subject to any Rules and Regulations adopted by the Master Association. An easement and right for such use is hereby created in favor of all Owners, appurtenant to the title to their Property.

Section 3. Grant and Modification of Easements. The Master Association shall have the right to grant, modify or terminate easements over, under, upon, and/or across any property owned by the Master Association, and shall have the further right to modify, relocate or terminate existing easements in favor of the Master Association. Notwithstanding the foregoing, the Master Association shall not have the right to modify or terminate any easement granted to a Governmental Authority without such Authority's prior written consent.

Section 4. Additions, Alterations or Improvements. The Master Association shall have the right to make additions, alterations or improvements to the Common Areas, and to purchase any personal property, as it deems necessary or desirable from time to time, provided, however, that the approval of 67% of the votes entitled to be cast by Members present in person or by proxy at a duly held meeting of the Members at which a quorum is present shall be required if any recreational facility is removed or substantially and adversely affected, or for any addition, alteration, or improvement or any purchase of personal property, exceeding a sum equal to one (1) month's total assessments for Common Expenses payable by all of the Members, or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum equal to two (2) months' assessments for Common Expenses payable by all the Members. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing Common Areas, any existing improvements or personal property associated therewith or compliance with any law, ordinance, rule or regulation of any Governmental Authority. The cost and expense of any such additions, alterations or improvements to the Common Areas, or the purchase of any personal property, shall be a Common Expense. In addition, so long as Declarant owns any portion of the Property, Declarant shall have the right to make any additions, alterations or improvements to the Common Areas as may be desired by Declarant in its sole discretion from time to time, at Declarant's expense.

Section 5. Default. Any Member or Institutional Lender may pay for any utilities, taxes or assessments, or insurance premiums which are not paid by the Master Association when due, or may secure new insurance upon the lapse of an insurance policy, and shall be owed

THIS IS NOT A
CERTIFIED COPY

OFF. REC. 75970 838

immediate reimbursement therefor from the Master Association, plus interest and any costs of collection, including attorneys' fees.

Section 6. Damage or Destruction. In the event any improvement within any Common Area is damaged or destroyed due to fire, flood, wind, or other casualty or reason, the Master Association shall restore, repair, replace or rebuild (hereinafter collectively referred to as a "repair") the damaged improvement to the condition the improvement was in immediately prior to such damage or destruction, unless otherwise approved by 67% of the votes entitled to be cast by Members present in person or by proxy at a duly held meeting of the Members at which a quorum is present. Any excess cost of repairing any improvement over insurance proceeds payable on account of any damage or destruction shall be a Common Expense, and the Master Association shall have the right to make a Special Assessment for any such expense.

Section 7. Surface Water Management System. It is acknowledged that the surface water management and drainage system for the Properties is one integrated system, and accordingly shall be deemed a Common Area, and an easement is hereby created over the entire Property for surface water drainage and for the installation and maintenance of the surface water management and drainage system for the Properties and any other Property from which surface water is to drain into the Properties as required or approved by any controlling Governmental Authority, provided however that such easement shall be subject to improvements constructed within the Property as permitted by controlling Governmental Authorities from time to time. Notwithstanding the foregoing, provided that the obligation to maintain the surface water management and drainage system has been conveyed to and assumed by Hillsborough County, Florida (or other appropriate government agency) the Master Association may, nevertheless, be obligated to continue to perform, at its cost, certain functions, including, but not limited to, surface water monitoring.

Section 8. Mortgage and Sale of Common Area. The Master Association shall not abandon, partition, subdivide, encumber, sell or transfer any Common Area owned by the Master Association without the approval of at least 67% of the votes entitled to be cast by Members present in person or by proxy at a duly held meeting of the Members at which a quorum is present. If ingress or egress to any Property is through any Common Area, any conveyance or encumbrance of such Common Area shall be subject to an appurtenant easement for ingress and egress in favor of the Owner(s) of such Property, unless alternative ingress and egress is provided to the Owner(s).

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner, as defined in Article I, shall be deemed to have a membership in the Master Association for each Residential Unit, Planned Unit and Commercial Unit owned. In the event the Owner of a Unit is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the By-Laws. The membership rights of a Unit owned by a corporation or partnership shall be exercised by the individual designated by the Owner in a written

THIS IS NOT A

CERTIFIED COPY

OFF. 7597PG 839
REC.

instrument provided to the Secretary, subject to the provisions of this Declaration and the By-Laws.

Section 2. Voting. The Master Association shall have three (3) classes of membership, Class "A", Class "B" and Class "C", as follows:

(a) Class "A". Class "A" Members shall be all Owners with the exception of Class "B" Members and Class "C" Members, if any.

Class "A" members shall be entitled to one (1) equal vote for each Unit in which they hold the interest required for membership under Section I hereof. There shall be only one (1) vote per Unit. Unless otherwise specified in this Declaration or the By-Laws, the vote for each Unit shall be exercised by a Member, as defined in Article I.

In any situation where a Member is entitled personally to exercise the vote for his, her or its Unit and more than one (1) Person holds the interest in such Unit required for membership, the vote for such Unit shall be exercised as those Persons determine among themselves and advise the Secretary of the Master Association prior to any meeting in a writing signed by all such Persons. In the absence of such advice, the Unit's vote shall be suspended if more than one (1) Person seeks to exercise it.

(b) Class "B". The Class "B" Members shall be the Owners of Commercial Units other than the Declarant. Each Class "B" Member shall have one (1) vote for each one hundred thousand dollars of Assessed Value of the Unit owned by such Owner.

(c) Class "C". The Class "C" Member shall be the Declarant. The rights of the Class "C" Member, including the right to approve actions taken under this Declaration and the By-Laws, are specified elsewhere in the Declaration and the By-Laws. The Class "C" member shall be entitled to one (1) vote per Unit or Planned Unit owned and, in addition, shall be entitled to appoint the members of the Board of Directors during the Declarant Control Period, as specified in Article III, Section 3.03, of the By-Laws. After termination of the Declarant Control Period, the Class "C" Member shall have a veto power over all actions of the Board of Directors and any committee as provided in Article V, Section 5.17, of the By-Laws. The Class "C" Membership shall terminate and become converted to Class "A" Membership upon the earlier of:

(i) when seventy-five percent (75%) of the Units permitted by the applicable zoning for the Properties described in Exhibit "A" of the Declaration have certificates of occupancy issued thereon and have been conveyed to Persons other than the Declarant or builders holding title solely for purposes of development and sale; or

(ii) December 31, 2009; or

(iii) when, in its discretion, the Declarant so specifies by a writing.

THIS IS NOT A
CERTIFIED COPY OFF. REC. 75976 840

**ARTICLE IV
MAINTENANCE**

Section 1. Master Association's Responsibility. The Master Association shall maintain and keep in good repair the Common Areas, such maintenance to be funded as hereinafter provided. This maintenance shall include, but need not be limited to, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements situated upon such Common Areas and ground water monitoring to ensure maintenance of the surficial aquifer, the Floridan Aquifer and the adjacent public potable supply wells.

The Master Association may maintain property which it does not own, including, without limitation, property dedicated to the public or to a special taxing district, if and when formed within the Properties, if the Board of Directors determines that such maintenance is necessary or desirable.

The Master Association shall maintain all Common Areas and Property owned by the Master Association, and all improvements thereon, in good condition at all times. If, pursuant to any easement, the Master Association is to maintain any improvement within any Property, then the Master Association shall maintain such improvement in good condition at all times. In addition, the Master Association shall have the right to assume the obligation to operate and/or maintain any Property which is not owned by the Master Association if the Board of Directors, in its sole discretion, determines that the operation and/or maintenance of such Property by the Master Association would be in the best interest of the residents of the subject Property. In such event, where applicable, the Master Association shall so notify any Owner or Homeowners' Association otherwise responsible for such operation or maintenance, and thereafter, such Property shall be operated and/or maintained by the Master Association and not by the Owner or Homeowners' Association, until the Board of Directors determines no longer to assume the obligation to operate and/or maintain such Property and so notifies the appropriate Owner or Homeowners' Association in writing. Without limitation, the Master Association shall have the right to assume the obligation to operate and/or maintain any walls or fences on or near the boundaries of the subject Property, and any pavement, landscaping, sprinkler systems, sidewalks, paths, signs, entrance features, or other improvements in or within forty feet (40') of any public road rights-of-way within or contiguous to the subject Property. To the extent the Master Association assumes the obligation to operate and/or maintain any Property which is not owned by the Master Association, the Master Association shall have an easement and right to enter upon such Property in connection with the operation in or maintenance of same, and no such entry shall be deemed a trespass. Such assumption by the Master Association of the obligation to operate and/or maintain any Property which is not owned by the Master Association may be evidenced by a supplement to this Declaration, or by a written document recorded in the public records of Hillsborough County, Florida and may be made in connection with an agreement with any Owner, Homeowners' Association, the Declarant, or any Governmental Authority otherwise responsible for such operation or maintenance, and pursuant to any such document the operation and/or maintenance of any Property may be made a permanent obligation of the Master Association. The Master Association may also enter into agreements with any other Person, or any Governmental Authority, to share in the maintenance responsibility of any Property if the Board of Directors, in its sole and absolute discretion, determines this would be in the best

THIS IS NOT A

CERTIFIED COPY

OFF. REC. 75978 841

interest of the Owner. Notwithstanding the foregoing, if any Unit Owner or any resident of any Unit, or their guest or invitees, damages any Common Area or any improvement thereon, the Unit Owner of such Unit shall be liable to the Master Association for the cost of repair or restoration to the extent not covered by the Master Association's insurance.

Section 2. Owner's Responsibility. Each Owner shall maintain his or her Unit and all structures, parking areas and other improvements comprising the Unit (including, if any, the twenty foot (20') area adjacent to any lake bordering a Unit) in a manner consistent with the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to a Homeowners' Association pursuant to any additional declaration of covenants applicable to such Unit. If any Owner fails properly to perform his or her maintenance responsibility, the Master Association may perform it and assess all costs incurred by the Master Association against the Unit and the Owner thereof in accordance with Article X, Section 3 of this Declaration; provided, however, except when entry is required due to an emergency situation, the Master Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry. Notwithstanding the foregoing, the Master Association may, at its option, maintain all landscaping within twenty feet (20') of any lake or canal or within or adjacent to any public road contiguous to or within the Properties.

Section 3. Homeowners' Association's Responsibility. Upon resolution of the Board of Directors, each Homeowners' Association shall be responsible for paying, through assessments, costs of maintenance of certain Common Areas within or adjacent to Property administered by such an Association, which may include, without limitation, the costs of maintenance of any right-of-way and green space between a portion of the aforementioned Property and adjacent public roads and private street, regardless of ownership and regardless of the fact that such maintenance may be performed by the Master Association.

Any Homeowners' Association having responsibility for maintenance of all or a portion of the Property pursuant to a declaration of covenants affecting such Property shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standard. If any such Homeowners' Association fails to perform its maintenance responsibility as required herein and in any additional declaration, the Master Association may perform it and assess the costs against all Units within such Homeowners' Association as provided in Article X, Section 3 of this Declaration.

ARTICLE V INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Master Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Area. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

THIS IS NOT A

CERTIFIED COPY

OFF. REC. 759716 842

The Board shall also obtain a public liability policy covering the Common Area, the Master Association and its Members for all damage or injury caused by the negligence of the Master Association or any of its Members or agents. The public liability policy shall have at least a One Million Dollar (\$1,000,000.00) single person limit as respects bodily injury and property damage, a Three Million Dollar (\$3,000,000.00) limit per occurrence, if reasonably available, and a Five Hundred Thousand Dollar (\$500,000.00) minimum property damage limit.

The Board shall have the authority to obtain a directors and officers errors and omissions policy with a face amount of up to \$1,000,000.00 in coverage.

Premiums for all insurance on the Common Area shall be Common Expenses of the Master Association and shall be included in the Base Assessment, as defined in Article I, Section 5, and as more particularly described in Article X, Section 1. The policy may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

All insurance coverage obtained by the Board of Directors shall be written in the name of the Master Association as trustee for the respective benefited parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Florida which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(b) All policies on the Common Area shall be for the benefit of the Master Association and its Members.

(c) Exclusive authority to adjust losses under policies obtained by the Master Association on the Properties shall be vested in the Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Hillsborough County, Florida area.

(f) The Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

THIS IS NOT A CERTIFIED COPY

OFF. REC. 75978 843

(i) a waiver of subrogation by the insurer as to any claims against the Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(iii) a statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal on account of any one or more individual Owners;

(iv) a statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal on account of the conduct of any director, officer, or employee of the Master Association or its duly authorized manager without prior demand in writing delivered to the Master Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Master Association, its manager, any owner, or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that the Master Association will be given at least thirty (30) days prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, and a Blanket Fidelity Bond or Bonds, if reasonably available. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days prior written notice to the Master Association of any cancellation, substantial modification, or nonrenewal.

Section 2. Individual Insurance. By virtue of taking title to a Unit, each Owner covenants and agrees with all other Owners and with the Master Association that each Owner shall carry all-risk casualty insurance on the Unit(s) and structures constructed thereon meeting at least the same requirements as set forth in Section 1 of this Article V for insurance on the Common Area, unless the Homeowners' Association in which the Unit is located or the Master Association carries such insurance (which they are not obligated to do hereunder). Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of structures comprising his Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XI of this Declaration. The Owner shall pay any costs of repair or reconstruction which is not covered by insurance proceeds. In the event that the structure is totally destroyed the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Unit in a neat and attractive condition consistent with the Community-Wide Standard.

THIS IS NOT A CERTIFIED COPY

OFF. REC. 75978 844

A Homeowners' Association may impose more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Units subject to its jurisdiction and the standard for returning the Units to their natural state in the event the structures are not rebuilt or reconstructed.

Section 3. Damage and Destruction.

(a) Immediately after damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Master Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Unless decided within sixty (60) days after a casualty not to repair or reconstruct by at least 75% of the votes entitled to be cast by the Members present in person or by proxy at a duly held meeting of the Members at which a quorum is present, any damage or destruction to the Common Area or to the common property of any Homeowners Association shall be repaired or reconstructed. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Master Association within said period, then the period shall be extended until such information shall be made available. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area of common property of a Homeowners' Association shall be required to be reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction to the Common Area or to the common property of any Homeowners' Association shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be restored to their natural state and maintained by the Master Association, or the Homeowners' Association, as applicable, in a neat and attractive condition consistent with the Community-Wide Standard.

Section 4. Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as maybe required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Area shall be retained by and for the benefit of the Master Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Master Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

THIS IS NOT A CERTIFIED COPY

OFF. REC. 75970 845

Section 5. Repair and Reconstruction. If the damage or destruction to the Common Area or to the common property of a Homeowners' Association for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners on the same basis as provided for Base Assessments, provided, if the damage or destruction involves the common property of a Homeowners' Association, only the Owners of Units in the affected Homeowners Association shall be subject to assessment therefor. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE VI NO PARTITION

Except as is permitted in the Declaration or amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Properties or any part thereof seek any judicial partition unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE VII CONDEMNATION

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least 67% of the votes entitled to be cast by Members present in person or by proxy at a duly held meeting of the Members at which a quorum is present and the vote of the Declarant, as long as the Declarant owns any property described on Exhibit "A", by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Master Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, so long as the Declarant owns any property described in Exhibit "A" of this Declaration, and Members representing at least 67% of the votes entitled to be cast by Members present in person or by proxy at a duly held meeting of the Members at which a quorum is present shall otherwise agree, the Master Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available there for, in accordance with plans approved by the Board of Directors of the Master Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Master Association and used for such purposes as the Board of Directors shall determine.

THIS IS NOT A
CERTIFIED COPY

OFF. REC. 7597PG 846

**ARTICLE VIII
ANNEXATION OF ADDITIONAL PROPERTY**

Section 1. Annexation With Approval of Class "A" Member. With the consent of the Owner thereof, the Master Association may annex real property other than the Properties, subject to the provisions of this Declaration and the jurisdiction of the Master Association. Such annexation shall require the affirmative vote of Members representing a Majority Vote of the Class "A" and Class "B" votes of the Master Association (other than those held by Declarant) present at a meeting duly called for such purpose and of the Declarant, so long as Declarant owns Property subject to this Declaration.

Annexation shall be accomplished by filing of record in the public records of Hillsborough County, Florida, a Subsequent Amendment describing the property being annexed. Any such Subsequent Amendment shall be signed by the President and the Secretary of the Master Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the By-Laws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section 2 and to ascertain the presence of a quorum at such meeting.

Section 2. Amendment. This Article shall not be amended without the prior written consent of Declarant, so long as the Declarant owns any Property described in Exhibit "A".

**ARTICLE IX
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

Section 1. Powers of the Master Association. The Master Association shall have all the powers indicated or incidental to those contained in its Articles and By-Laws. In addition, the Master Association shall have the power to enforce this Declaration and shall have all powers granted to it by this Declaration. By this Declaration, the Property is hereby submitted to the jurisdiction of the Master Association.

Section 2. Approval or Disapproval of Matters. Whenever the decision of a Member or Owner is required upon any matter, whether or not the subject of a Master Association meeting, such decision shall be expressed in accordance with the Articles and By-Laws, except as otherwise provided herein.

Section 3. Acts of the Master Association. Unless the approval or action of the Members, and/or a certain specific percentage of the Board, is specifically required in this Declaration, the Article or By-Laws, all approvals or actions required or permitted to be given or taken by the Master Association shall be given or taken by the Board, without the consent of the Members. When an approval or action of the Master Association is permitted to be given or taken, such action or approval may be conditioned in any manner the Master Association deems appropriate or the Master Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary. Nothing contained in this Declaration shall be

THIS IS NOT A CERTIFIED COPY

OFF. REC. 7597PG 847

deemed to prohibit the Board from delegating to any one of its members, or to any officer, or to any committee or any other person, any power or right granted to the Board by this Declaration, including, but not limited to, the right to exercise architectural control and to approve any deviation from any use restriction, and the Board is expressly authorized to so delegate any power or right granted by this Declaration.

Section 4. Rules and Regulations. The Master Association, through its Board of Directors, may make and enforce reasonable Rules and Regulations governing the use of the Properties, which Rules and Regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to use the recreational facilities. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances.

The Master Association, through the Board, by contract or other agreement, shall have the right to enforce municipal or county ordinances or permit the County of Hillsborough to enforce ordinances on the Properties for the benefit of the Master Association and its Members.

Section 5. Management and Service Contracts. The Master Association shall have the right to contract for professional management or services on such terms and conditions as the Board deems desirable in its sole discretion, provided, however, that any such contract shall not exceed three (3) years.

Section 6. Implied Rights. The Master Association may exercise any other right or privilege given to it expressly by this Declaration, the Articles of Incorporation or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 7. Common Area. The Master Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas) and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and consistent with the Community-Wide Standard.

Section 8. Personal Property and Real Property for Common Use. The Master Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Master Association, shall accept any real or personal property, leasehold, or other property interests within the Properties conveyed to it by the Declarant.

Section 9. Powers of the Master Association With Respect to Homeowners' Associations. The Master Association shall have the power to veto any action taken or contemplated to be taken by any Homeowners' Association or Committee which the Board reasonably determines to be adverse to the interests of the Master Association or its Members or inconsistent with the Community Wide Standard, or otherwise not in conformity with this Declaration. The Master Association shall also have the power to require specific action to be taken by any Homeowners Association or Committee in connection with its obligations and

THIS IS NOT A

OFF. REC. 759776 848

responsibilities hereunder or under any other covenants affecting the Properties. Without limiting the generality of the foregoing, the Master Association may require specific maintenance or repairs or aesthetic changes to be effectuated by the Homeowners' Association or Committee, may require that a proposed budget include certain items and that expenditures be made therefor, and may veto or cancel any contract providing for maintenance, repair, or replacement of the property governed by such Homeowners' Association.

Any action required by the Master Association in a written notice pursuant to the foregoing paragraph to be taken by a Homeowners' Association shall be taken within the time frame set by the Master Association in such written notice. If the Homeowners' Association fails to comply with the requirements set forth in such written notice, the Master Association shall have the right to effect such action on behalf of the Homeowners' Association and shall assess the Units administered by such Homeowners' Association for their pro rata share of any expenses incurred by the Master Association under the circumstances (to cover the Master Association's administrative expenses in connection with the foregoing and to discourage failure to comply with the requirements of the Master Association) in the manner provided in Article X, Section 3. Such assessments may be collected as a Special Assessment hereunder.

Section 10. Governmental Interests. The Master Association shall permit the Declarant to designate sites within the Properties for fire, police, water, or sewer facilities, if necessary.

Section 11. Dedication of Common Areas. The Master Association shall have the right to dedicate or transfer all or any portion of the Common Areas to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the Board of Directors. No such dedication or transfer shall be effective unless a written instrument is recorded among the Public Records of Hillsborough County, Florida.

ARTICLE X ASSESSMENTS

Section 1. Creation of Assessments.

(a) Types of Assessments. There are hereby created assessments for Common Expenses as may from time to time specifically be authorized by the Board of Directors to be commenced at the time and in the manner set forth in Sections 2 and 3 of this Article. There shall be two (2) types of assessments: (a) Base Assessments to fund expenses for the benefit of all Members of the Master Association; and (b) Special Assessments as described in Section 4 below.

(b) Rate of Assessment. For Residential Units, Base Assessments shall be levied equally on all Units or Planned Units. Special Assessments shall be levied as provided in Section 4 below. Notwithstanding anything to the contrary in this Declaration, a Commercial Unit shall be assessed its portion of Common Expenses as follows: each One Hundred Thousand Dollars (\$100,000.00) or portion thereof of Assessed Valuation shall equal one (1) Unit. Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these assessments.

THIS IS NOT A
CERTIFIED COPY

OFF. REC. 7597PG 849

(c) Certificates of Payment. The Master Association shall, within fifteen (15) days of the written request therefor, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Master Association setting forth whether such assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment to the Master Association of such assessment therein stated to have been paid. The Master Association may require the advance payment of a processing fee not to exceed Fifty Dollars (\$50.00) for the issuance of such certificate.

Section 2. Payment of Assessments.

(a) Manner of Payment. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. Unless the Board otherwise provides, the Base Assessments shall be paid annually, in advance, on or before December 1 of each year for the following calendar year. In the event any Assessments for Common Expenses are made payable in equal periodic payments as provided in the notice from the Master Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (i) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount, or (ii) the Master Association notifies the Member in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any Assessment for Common Expenses payable by any Member be due less than ten (10) days from the date of the notification of such Assessment for Common Expenses. On or before the date each Assessment for Common Expenses is due, each Member shall be required to and shall pay to the Master Association an amount equal to the Assessment for Common Expenses per Unit, multiplied by the number of Units and Planned Units within the Property then owned by such Member (the number of Commercial Units shall be determined in accordance with Section 1 of this Article X).

(b) Owner Liability. Each Owner of a Unit by acceptance of a deed therefor, whether or not so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Master Association all Common Expenses and other charges assessed by the Board of Directors pursuant to the provisions of this Declaration. Each Owner shall be personally liable for all assessments against such Owner's Unit. No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of the Unit. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Master Association or Board to take some action or perform some function required to be taken or performed by the Master Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Master Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other Governmental Authority.

(c) Declarant's Liability. During the Declarant Control Period, the following shall apply: unless assessments have commenced, pursuant to Section 8 below, on all Units subject to this Declaration as of the first day of any fiscal year, the Declarant shall be obligated

THIS IS NOT A

CERTIFIED COPY

OFF. REC. 7597PP 850

for the difference between the amount of assessments levied on all Units subject to assessment and the amount of actual expenditures required to operate the Master Association during the fiscal year. This obligation may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these.

The Master Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with Declarant or other entities for the payment of some portion of the Common Expenses.

Section 3. Computation of Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year, to prepare a budget covering the estimated costs of operating the Master Association during the coming year. The budget may include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared and shall list all Common Expenses. From time to time during the fiscal year, the Board of Directors may modify the budget for the fiscal year, and pursuant to the revised budget or otherwise the Board may, upon written notice to the Members, change the amount, frequency and/or due dates of the Assessments for Common Expenses. The Board shall cause a copy of the budget and the amount of assessments to be levied against each Unit for the following year to be delivered to each Owner at least thirty (30) days prior to the end of the current fiscal year. The budget and the assessment shall become effective unless disapproved at a meeting of the Members by a Majority Vote of Class "A" and Class "B" Members or their alternates and the vote of the Class "C" Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in Article IV, Section 4.06, of the By-Laws.

The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay the allocable share of the Common Expenses as herein provided whenever the same shall be determined and assessed and, in the absence of any annual budget or adjusted budget, each Owner shall continue to pay assessments at the rate established for the previous fiscal year until notified of the new payment which is due on the first day of the next payment period which begins more than ten (10) days after such new annual or adjusted budget is adopted and the Owner receives such notice.

Section 4. Special Assessments. In addition to the assessments authorized in Section 1 of this Article, the Master Association may levy a Special Assessment or Special Assessments; provided, such assessment shall have the affirmative Majority Vote or written consent of Members or their alternates against each Unit of the Class "A" and "B" vote in the Master Association and the affirmative vote or written consent of the Class "C" Member, if such exists. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

The Master Association may also levy a Special Assessment against any Member's Unit to reimburse the Master Association for costs incurred in bringing a Member and his Unit into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the

THIS IS NOT A CERTIFIED COPY

OFF: 7597PG 851
REC:

By-Laws, and the Master Association rules, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing. The Master Association may also levy a Special Assessment against the Units in any portion of the Property subject to a declaration of covenants administered by a Homeowners' Association to reimburse the Master Association for costs incurred in bringing such Property or Homeowners' Association into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, and the Master Association Rules and Regulations, which Special Assessment may be levied upon the vote of the Board after notice to the senior officer of the Homeowners' Association and an opportunity for a hearing.

Section 5. Lien for Assessments. All assessments made pursuant to this Declaration, together with interest at a rate not to exceed the highest rate allowed by Florida law as computed from the date the delinquency first occurs, costs of enforcement, including, but not limited to all sums paid by the Master Association on account of any mortgage lien or other encumbrance or for real estate taxes in order to preserve or protect the Master Association lien, reasonable attorneys' fees, and any other sum duly levied, shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is made in favor of the Master Association as of the date when payment of such assessment was due. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Unit, at the time the assessment arose, and his, her or its grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title. Upon recording of a claim of lien on any Unit, there shall exist a perfected lien for unpaid assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first Mortgage (meaning any recorded Mortgage with first priority over other Mortgages) held by an Institutional Lender. The claim of lien must be signed and acknowledged by an officer or agent of the Master Association. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure, as provided elsewhere herein. The personal obligation of the Owner to pay such assessment shall, in addition, remain such Owner's personal obligation and a suit to recover a money judgment for non-payment of any assessment or installment thereof, levied pursuant hereto, may be maintained without foreclosing or waiving the lien herein created to secure the same.

The Master Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Master Association following foreclosure: (a) No right to vote shall be exercised on its behalf; (b) no assessment shall be assessed or levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Master Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. Under no circumstances shall the Board suspend the voting rights of a Member for nonpayment of any assessment.

THIS IS NOT A

CERTIFIED COPY

OFF. REC. 75976 852

Section 6. Capital Budget and Contribution. The Board of Directors may annually prepare a capital budget to take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Master Association, as shown on the capital budget, with respect both to amount and timing by annual assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within and distributed with the budget and assessment, as provided in Section 2 of this Article.

Section 7. Surplus and Deficit.

(a) Any amount accumulated in excess of the amount required for actual expenses and reserves shall, at the discretion of the Board of Directors:

- (i) be placed in reserve accounts,
- (ii) be placed in a special account to be expended solely for the general welfare of the Owners,
- (iii) be credited to the next periodic installments due from Owners under the current fiscal year's budget, until exhausted, or
- (iv) distributed to each Owner (including the Declarant) in proportion to the percentage (if any) of the assessments paid by such Owner.

(b) Unless the budget for the succeeding fiscal year is adjusted to amortize the deficit during such fiscal year, any net shortage in revenue due to expenses (including reserves) shall be assessed promptly against the Owners as an additional assessment in accordance with Section 3 hereof.

Section 8. Date of Commencement of Annual Assessments.

(a) The annual assessments provided for herein shall commence in accordance with this section. Each new Owner of a Unit or Planned Unit shall prepay the Base Assessments for his Unit(s) concurrent with the later of (i) the recording of this Declaration in the public records of Hillsborough County, Florida; (ii) the closing the transaction by which said Owner acquires title to his Units(s); or (iii) the approval by Hillsborough County of the site development construction plans for the Unit(s) (the "Assessment Commencement Date"), for the period from the Assessment Commencement Date to December 1.

(b) Each new Owner of a Unit or Planned Unit shall prepay a fee for his Unit(s) for fire service protection pursuant to any agreement for such protection between the Master Association and the City of Tampa or Hillsborough County, for the period from the obtainment of a Certificate of Occupancy for his Unit(s) to December 1 of that year, and for each subsequent year thereafter, said Owner shall be billed for a full one (1) year fee for his Unit(s) for fire service protection as referenced herein upon December 1 of each year thereafter.

THIS IS NOT A CERTIFIED COPY

OFF. REC. 759776 853

Section 9. Subordination of the lien to First Mortgages. The lien of assessments, including interest, late charges (subject to the limitations of Florida law), and costs (including attorneys' fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Unit held by an Institutional Lender. The sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure, or any proceeding in lieu thereof, of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for any assessments thereafter becoming due or from the lien thereof. Where an Institutional Lender holding a first Mortgage of record or other purchaser of a Unit obtains title pursuant to remedies under the Mortgage, its successors and assigns shall not be liable for the share of the Common Expenses or assessments by the Master Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible for Owners of all the Units, including such acquirer, its successors and assigns.

Section 10. Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Base Assessments and Special Assessments:

- (a) all Common Areas; and
- (b) all property dedicated to and accepted by any Governmental Authority or public utility, including, without limitation, public schools, public streets, and public parks, if any; and
- (c) all property within Parcel C of that certain General Site Development Plan prepared by Heidt and Associates, Inc., dated December 9, 1988, as amended August 11, 1989; provided, however, the property within Parcel C shall remain exempt for only that period of time in which its use remains consistent with local governmental regulations and ordinances pertaining to church and church related facilities.

Section 11. Assessment of Units Subject to Condominium Associations. With respect to any annual or additional assessments provided for herein which are payable by Owners of Units which are also members of a condominium owners association, the Board of Directors may elect by resolution to collect assessments directly from the condominium units owners association located on the Property which also governs such Unit. In such event, payment of such assessments shall be an obligation of such association, but each Owner shall remain personally liable for the assessment against such Owner's Unit and each such Unit shall remain subject to a lien for assessments. If the Board elects to collect assessments from such condominium unit owners association then all notices regarding assessments against such Units shall be sent to such association, but notices of any intention to lien an Owner's Unit shall also be sent to the Owner of the Unit. This Section shall not limit or waive any of the Association's remedies for non-payment of assessments.

THIS IS NOT A
CERTIFIED COPY

OFF.
REC. 7597PG 854

ARTICLE XI
ARCHITECTURAL STANDARDS

The Board of Directors shall have the authority and standing, on behalf of the Master Association, in addition to any other remedies set forth in this Declaration, to enforce in courts of competent jurisdiction decisions of the committees established in Sections 1 and 2 of this Article XI. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.

No construction, which term shall include within its definition staking, clearing, excavating, grading, and other site work, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approval of the New Construction Committee ("NCC") or other appropriate committee has been obtained.

Section 1. New Construction Committee. The NCC shall have exclusive jurisdiction over all original construction on any portion of the Properties. The NCC shall prepare and, on behalf of the Board of Directors, shall promulgate, design and develop guidelines and application and review procedures, all as part of the Community Development Code and Land Use Standards ("CDC-LUS"). Copies shall be available from the NCC for review. The guidelines and procedures shall be those of the Master Association, and the NCC shall have sole and full authority to prepare and to amend the CDC-LUS. It shall make the CDC-LUS available to Owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Properties and such Owners, builders and developers shall conduct their operations strictly in accordance therewith. Until one hundred percent (100%) of the Properties have been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the NCC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the NCC in the same manner as provided in Section 2 of this Article for the Modifications Committee.

Section 2. Modifications Committee. The Board of Directors may appoint a Modifications Committee ("MC") to consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. The MC, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Units or structures containing Units and the open space, if any, appurtenant thereto; provided, however, the MC may delegate this authority to the appropriate board or committee of any Homeowners' Association subsequently created or subsequently subjected to this Declaration so long as the MC has determined that such board or committee has in force review and enforcement practices, procedures, and appropriate standards at least equal to those of the MC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice.

The MC shall promulgate detailed standards and procedures governing its areas of responsibility and practice, consistent with the CDC-LUS. In addition thereto, the following shall apply: plans and specifications showing the nature, kind, shape, color, size, materials, and

THIS IS NOT A CERTIFIED COPY

OFF. REC. 7597PG 855

location of such modifications, additions, or alterations, shall be submitted to the MC for approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired. In the event that the MC fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

Section 3. No Waiver of Future Approvals. The approval of either the NCC or MC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whether subsequently or additionally submitted for approval or consent.

Section 4. Variance. The NCC may authorize variances from compliance with any of the provisions of the CDC-LUS when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with duly adopted Rules and Regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any Governmental Agency, the issuance of any permit, or the terms of any financing shall not necessarily be considered a hardship warranting a variance.

Section 5. Effects of Homeowners' Association. If a Homeowners' Association is also granted the right to exercise, and is exercising, architectural or similar control pursuant to a declaration of restrictions, declaration of condominium or similar document recorded with respect to any Property, then the Owner seeking architectural approval from the Master Association shall also be required to obtain such approval from such Homeowners' Association, and no approval given by the Master Association shall be binding upon such Homeowners' Association shall be binding upon the Master Association, and vice versa.

Section 6. No Liability. Notwithstanding anything contained herein to the contrary, the party having the authority herein to exercise architectural control shall merely have the right, but not the duty, to exercise such control, and shall not be liable to any Member or Owner due to the exercise or nonexercise of such control, or the approval or disapproval of any construction, improvement, alteration or maintenance. Furthermore, the approval or failure to disapprove of any plans or specifications submitted for approval shall not be deemed to be a warranty that such plans or specifications are complete or do not contain structural defects, or in fact meet any standards, guidelines and/or criteria of the party exercising architectural control, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the party exercising architectural control shall not be liable for any deficiency, or injury resulting from any deficiency, in such plans or specifications.

THIS IS NOT A CERTIFIED COPY

OFF. REC. 7597PG 856

ARTICLE XII USE RESTRICTIONS

Except for any Commercial Units, the Properties shall be used only for residential, recreational and related purposes or support uses (which may include, without limitation, offices for any property manager retained by the Master Association or business offices for the Master Association) as may more particularly be set forth in this Declaration, amendments hereto or subsequently recorded declarations creating Homeowners' Association subject to this Declaration. The declaration or other creating document for any Homeowners' Association may impose stricter standards than those contained in this Article. The Master Association, acting through its Board of Directors, shall have standing and the power to enforce such standards.

The Master Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of the Properties, in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities, if any. Such regulations and use restrictions shall be binding upon all Owners and occupants of any Unit until and unless overruled, cancelled or modified in a regular or special meeting of the Master Association by Members representing a Majority Vote of the total Class "A" and Class "B" votes in the Master Association and by the vote of the Class "C" member, so long as such membership shall exist.

Notwithstanding any other provision of the Association Documents, neither the restrictions in this Declaration nor the Rules and Regulations of the Master Association shall apply to any otherwise lawful acts or omissions of the Declarant or of any Person designated by the Declarant from time to time in notices to the Master Association as long as the Declarant or such designee is engaged in development or sales, or activities related thereto, anywhere within the Property.

Nothing in the Association Documents shall be construed to prohibit the Declarant or its designees from using any Unit owned by the Declarant (or any other Unit with the permission of the Owner thereof) or any portion of the Common Area for promotional, marketing, display or customer service purposes (such as a visitors' center) or for the settlement of sales of Units. Further, the Declarant specifically reserves the right to operate a construction office or a rental, brokerage and management office at any time on Units owned or leased by the Declarant (or any other Unit with the permission of the Owner thereof) and on any portion of the Common Area, to the extent permitted by law.

Section 1. No Waste. Nothing shall be done or kept on the Property which will increase the rate of insurance for the Common Area or any part thereof applicable for permitted uses without the prior written consent of the Board of Directors; including without limitation any activities which are unsafe or hazardous with respect to any person or property. No Person shall permit anything to be done or kept on the Property which will result in the cancellation of any insurance on the Common Area or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste will be committed on the Common Area.

Section 2. Compliance with Laws. No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations

THIS IS NOT A CERTIFIED COPY

OFF. REC. 759776 857

of all Governmental Authorities having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation for the upkeep of such portion of the Property, and, if the Association, then the cost of such compliance shall be a Common Expense.

Section 3. Signs. No sign of any kind shall be erected within the Properties without the written consent of the NCC.

Section 4. Parking and Garages. Vehicles shall be parked only in the garages or in the driveways serving the Units or appropriate spaces or designated areas in which parking any or may not be assigned and then subject to such reasonable Rules and Regulations as the Board of Directors may adopt. All commercial vehicles, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers must be parked entirely within a garage or within the side yard or back yard of a Unit totally screened from view unless otherwise permitted by the Board.

Section 5. Occupants Bound. All provisions of the Declaration, By-Laws and of any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of any Unit.

Section 6. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any portion of the Property, except dogs, cats, or other common household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose, unless such pets are prohibited to be kept pursuant to other instruments of record in Hillsborough County, Florida. Where pets are permitted, such pets shall be kept on a leash at all times while such pet is outdoors. Notwithstanding the foregoing, as to commercial or business zoned property within the Property, the restrictions of this Section 6 of Article XII shall not apply unless the applicable zoning ordinances prohibit animals, livestock and the like.

Section 7. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, barn, or other outbuilding shall be used on the Property at any time either temporarily or permanently; provided, however, that construction sheds or trailers and temporary sales offices or sales trailers used to facilitate the construction and sales of portions of the Property may be located on the Property during active construction upon the Property.

Section 8. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted upon any portion of the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any portion of the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any portion of the Property.

Section 9. Garbage and Refuse Disposal. No portion of the Property shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or otherwise shall not be kept except in sanitary containers or as required by the Association or the applicable ordinances of

THIS IS NOT A CERTIFIED COPY

OFF. REC. 7597PG 858

Hillshorough County, Florida. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 10. Water Supply. No individual water supply system shall be permitted on any portion of the Property, except with the express written consent of the Master Association. Lots abutting canals, waterways, or lakes may not use such canals, waterways or lakes for a water supply for irrigation purposes unless the Unit Owner obtains the written approval of the Master Association as to the use of such canals, waterways, or lakes as a water supply, as well as the necessary approvals from all applicable governmental agencies.

Section 11. Sewage Disposal. No individual sewage disposal system shall be permitted on any portion of the Property unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of all applicable Governmental Authorities. Approval of such system as installed shall be obtained from such Governmental Authorities.

Section 12. Common Properties. No Person shall use the Common Areas or any part thereof in any manner contrary to or not in accordance with the Rules and Regulations pertaining thereto as from time to time may be promulgated by the Master Association or approved and authorized in writing by the Master Association or any Governmental Authority.

Section 13. Boats. No motorized boats or other watercraft of any type or nature shall be permitted upon any lake, canal or waterway on the Property except those used in performing maintenance upon a lake, canal or waterway or their banks or shore and except as may be permitted by the Master Association.

Section 14. Easements. Easements for vehicular and pedestrian ingress and egress, access control, installation and maintenance of utilities and drainage facilities, shall be reserved as shown on the plat or plats of the Property or by other instruments, and such easements shall also be deemed to be granted to the Master Association and its Members and their families, guests, servants, invitees, and employees.

Section 15. Nuisance. No Unit shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Unit that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Unit. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties.

Section 16. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his, her, or its Unit. The pursuit of hobbies or other activities, including specifically, without

THIS IS NOT A CERTIFIED COPY

OFF REC: 75970 859

limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties.

Section 17. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit, without the prior written consent of the Board or its designee. The Declarant and/or the Master Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Properties, should any such master system or systems be utilized by the Master Association and require any such exterior apparatus.

Section 18. Subdivision of Unit. No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors. Declarant, however, hereby expressly reserves the right to replat any Unit or Units owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 19. Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Properties shall be installed, constructed or operated within the Properties unless prior written approval has been received from NCC. All sprinkler and irrigation systems shall be subject to approval in accordance with Article XI of this Declaration.

Section 20. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant or the NCC may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves a perpetual easement across the Properties for the purpose of altering drainage and water flow. Septic systems are prohibited on the Properties.

Section 21. Tree Removal. No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved in accordance with Article XI of this Declaration and by any applicable Governmental Authority, if such approval is required.

Section 22. Site Distance at Intersections. All Property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 23. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction and high voltage lines if required by law or for safety purposes.

THIS IS NOT A

CERTIFIED COPY OFF. REC. 7597 PG 860

Section 24. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the appropriate committee pursuant to Article XI hereof.

Section 25. Lakes and Water Bodies. All lakes, ponds, and streams within the Properties shall be aesthetic amenities only, and no other use thereof, including, without limitation, fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted. The Master Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Properties. No Owner or Homeowners' Association shall install any improvements within twenty (20) feet of any lake or canal without the prior written consent of the party exercising architectural control as here provided, including, but not limited to, landscaping (other than sod) fences, walls or any other improvement.

Section 26. Fences. No dog runs, animal pens, fences or walls of any kind shall be permitted on any Unit except as approved in accordance with Article XI of this Declaration.

Section 27. Business Use. No trade or business may be conducted in or from any Unit (excluding Commercial Units), except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the business activity conforms to all zoning requirements for the Properties; and (b) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security of safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Unit in accordance with Article XII, Section 22, hereof shall not be considered a trade or business within the meaning of this section.

ARTICLE XIII MORTGAGE PROVISIONS

The following provisions are for the benefit of holders of first Mortgages on Units in the Properties. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An Institutional Lender or other holder, insurer, or guarantor of a first Mortgage who provides written request to the Master Association (such request to state the name and address of such holder, insurer, or guarantor and the Unit number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

THIS IS NOT A CERTIFIED COPY

OFF. REC. 75978 861

(a) any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

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

Section 2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least 67% of the first Mortgagees or Members representing at least 67% of the votes entitled to be cast by the Members present in person or by proxy at a duly held meeting of the Members at which a quorum is present, the Master Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which the Master Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Unit (a decision, including contracts, by the Board or provisions of any declaration subsequently recorded on any portion of the Properties regarding assessments for Homeowners' Associations shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration);

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Units and of the Common Area (the issuance and amendment of architectural standards, procedures, Rules and Regulations, or use restrictions shall not constitute a change, waiver or abandonment within the meaning of this provision);

(d) fail to maintain insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay over due premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Master Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Master Association.

THIS IS NOT A

CERTIFIED COPY

OFF. REC. 7597PG 862

Section 3. FHA/VA Approval. If any Mortgage encumbering any Unit is guaranteed or insured by the Federal Housing Administration or by the Veterans Administration, then upon written demand to the Master Association by either such agency, the following action if made by Declarant or if made prior to the completion of seventy-five (75%) percent of the Units which may be built within the Property, must be approved by either such agency: (i) any annexation of additional property; (ii) any Mortgage, transfer or dedication of any Common Area; (iii) any amendment to this Declaration, the Articles or the By-Laws, if such amendment materially and adversely affects the Unit Owners or materially and adversely affects the general scheme of development created by this Declaration, provided, however, such approval shall specifically not be required where the amendment is made to add any property specifically identified in this Declaration, or to correct errors or omissions, or is required to comply with the requirements of any Institutional Lender, or is required by any Governmental Authority; or (iv) any merger, consolidation, or dissolution of the Master Association. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any such action to Declarant or to the Master Association within twenty (20) days after a request for such approval is delivered to the agency by certified mail, return receipt requested or equivalent delivery, and such approval may be conclusively evidenced by a certificate of Declarant or the Master Association that the approval was given or deemed given.

Section 4. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 5. Notice to Master Association. Upon request, each Owner shall be obligated to furnish to the Master Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

Section 6. Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 7. Applicability of Article III. Nothing contained in this Article shall be construed to reduce the percentage Vote that must otherwise be obtained under the Declaration, By-Laws, Florida or other applicable law for any of the acts set out in this Article.

Section 8. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Master Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Master Association's request.

THIS IS NOT A CERTIFIED COPY

OFF. REC. 7597PG 863

ARTICLE XIV EASEMENTS

Section 1. Easements Reserved to the Declarant.

(a) Easement to Facilitate Development. The Declarant hereby reserves to itself and its designees a non-exclusive blanket easement over and through the Property for all purposes reasonably related to the development and completion of improvements on the Property, including without limitation: (i) temporary slope and construction easements; (ii) drainage, erosion control and storm and sanitary sewer easements (including the right to cut or remove trees, bushes or shrubbery, to regrade the soil and to take any similar actions reasonably necessary; provided, however, that thereafter the Declarant shall restore the affected area as near as practicable to its original condition); (iii) easements for the storage (in a sightly manner) of reasonable supplies of building materials and equipment necessary to complete the improvements; and (iv) easements for the construction, installation and upkeep of improvements (e.g., buildings, landscaping, street lights, signage, etc.) on the Property or reasonably necessary to serve the Property.

(b) Easement to Facilitate Sales. The Declarant hereby reserves to itself and its designees the right to: (i) use any portion of the Property owned or leased by the Declarant, any Unit with the written consent of the Owner thereof or any portion of the Common Area (including any buildings thereon) as models, management offices, sales offices, a visitors' center, construction offices, customer service offices or sales office parking areas (provided, however, that the Declarant or its designee, as appropriate, shall remain responsible for the upkeep of any portion of the Common Area used for the foregoing purposes) (ii) place and maintain in any location on the Common Area and on any Unit (for a distance of 15 feet behind any Unit line which parallels a public or private street), street and directional signs, temporary promotional signs, temporary construction and sales offices, plantings, street lights, entrance features, "theme area" signs, lighting, stone, wood or masonry walls or fences and other related signs and landscaping features; provided, however, that all signs shall comply with applicable governmental regulations and the Declarant shall obtain the consent of the Owner of any affected Unit or of the Covenants Committee if the Owner does not consent; and (iii) relocate or remove all or any of the above from time to time at the Declarant's sole discretion.

(c) Easement for Utilities and Related Services.

(i) A non-exclusive perpetual blanket easement is hereby granted over and through the Property for ingress, egress, installation and upkeep of the equipment for providing to any portion of the Property or adjacent real estate, any utilities, including without limitation water, sewer, drainage, gas, electricity, telephone and television service, whether public or private; such easement is hereby granted to any person installing or providing upkeep for the aforesaid services. Any pipes, conduits, lines, wires, transformers and any other apparatus necessary for the provision or metering of any utility may be installed, maintained or relocated where permitted by the Declarant, where contemplated on any site plan approved by the Declarant or where approved by resolution of the Board of Directors; and (ii) the Declarant hereby reserves to itself and its successors and assigns the right to grant and reserve easements, rights-of-way and licenses over and through the Common Area or over and through any Unit and

THIS IS NOT A CERTIFIED COPY

OFF: 7597PG 864
REC:

within twenty-five feet (25') of any boundary line of a Commercial or Multifamily Residential Unit for the installation and upkeep of the equipment for providing to any portion of the Property or adjacent real estate, any utilities, including without limitation water, sewer, drainage, gas, electricity, telephone and television service, whether public or private, or for any other purpose necessary or desirable for the adjoining real estate.

(d) Storm Water Management Easement. The Declarant hereby reserves to itself and/or the Master Association and their successors and assigns an easement and the right to grant and reserve easements over and through the Property for the construction and upkeep of storm water management facilities, including storm water retention areas. The Declarant shall also have the right to allow adjacent properties to tie their storm water management facilities into the storm water management facilities for the Property; provided, however, that the owners of such adjacent properties agree to bear a portion of the expense of upkeep for the storm water management facilities for the Property in such amount as may be deemed appropriate by the Declarant.

(e) Further Assurances. Any and all conveyances made by the Declarant to the Master Association or any Owner shall be conclusively deemed to incorporate these reservations of rights and easements, whether or not set forth in such grants. Upon written request of the Declarant, the Master Association and each Owner shall from time to time execute, acknowledge and deliver to the Declarant such further assurances of these reservations of rights and easements as may be requested.

(f) Duration and Assignment of Declarant Rights. The Declarant may assign its rights under this section to, or share such rights with, one or more other persons, exclusively, simultaneously or consecutively. The Declarant shall notify the Master Association of any such assignment or designation by the Declarant. The rights and easements reserved by or granted to the Declarant pursuant to this shall continue for so long as the Declarant or its designees are engaged in development or sales, or activities related thereto, anywhere on the Property, unless specifically stated otherwise.

Section 2. Master Association Power to Grant Easements. The Declarant, on behalf of itself and its successors and assigns, hereby also grants to the Master Association the rights, powers and easements reserved to the Declarant by Section 1(a), 1(b) (ii), 1(c) and 1(d) of this Article. These rights, powers and easements may be exercised by the Master Association; provided, however, that the limitations on duration applicable to the Declarant shall not apply to the Master Association.

Section 3. Easement for Upkeep. The Declarant, on behalf of itself and its successors and assigns, hereby grants the right of access over and through any portion of the Property (excluding any improvement) to the Master Association, the managing agent and any other persons authorized by the Board of Directors, in the exercise and discharge of their respective powers and responsibilities, including without limitation to make inspections, correct any condition originating in a Unit or in the Common Area threatening another Unit or the Common Area, correct drainage, perform installations or upkeep of utilities, landscaping or other improvements located on the Property for which the Master Association is responsible for upkeep, or correct any condition which violates the Master Association documents. The agents,

THIS IS NOT A CERTIFIED COPY

OFF. REC. 75970 865

contractors, officers and directors of the Master Association may also enter any portion of the Property (excluding any improvement) in order to utilize or provide for the upkeep of the areas subject to easements granted in this Article to the Master Association. Each Owner shall be liable to the Master Association for the cost of all upkeep performed by the Master Association and rendered necessary by any act, neglect, carelessness or failure to comply with this Declaration, the Articles or By-Laws for which such Owner is responsible hereunder, and the costs incurred by the Master Association shall be assessed against such Owner's Unit in accordance with the provisions of Article XVII hereof.

Section 4. Easement for Support. To the extent that any portion of the Property now or hereafter supports or contributes to the support of any other portion of the Property, the former is hereby burdened with an easement for the lateral and subjacent support of the latter.

Section 5. Easement for Emergency Access. The Declarant, on behalf of itself and its successors and assigns, hereby grants an easement to (i) all police, fire, ambulance and other rescue personnel over and through all or any portion of the property for the lawful performance of their functions during emergencies, and (ii) the Master Association over and through all lots, if emergency measures are required in any Unit to reduce a hazard thereto or to any other portion of the Property. The Master Association is hereby authorized but not obligated to take any such measures.

Section 6. Easement for Use of Common Area.

(a) **Use and Enjoyment.** The Declarant hereby reserves to itself for so long as the Declarant or its designees are engaged in development or sales, or activities related thereto anywhere on the Property or the additional real estate, or the Declarant is an Owner and, on behalf of itself and its successors and assigns, grants to each Owner and each Person lawfully occupying a Unit a non-exclusive right and easement of use and enjoyment in common with others of the Common Area owned in fee simple by the Master Association. Such right and easement of use and enjoyment shall be appurtenant to each Unit, whether or not mentioned in the deed thereto. Any purported conveyance or other transfer of such rights and easements apart from the Unit to which such rights and easements are appurtenant shall be void.

(b) **Vehicle and Pedestrian Access:** The Declarant hereby reserves to itself for so long as the Declarant is engaged in development or sales, or activities related thereto anywhere on the Property or the additional real estate, or the Declarant is an Owner and on behalf of itself and its successors and assigns, grants to each other Owner and each Person lawfully occupying a Unit a non-exclusive easement over all streets, walks and paths on the Common Area for the purpose of vehicular or pedestrian access, ingress and egress, as appropriate, to any portion of the Property to which such Person has the right to go, subject to any Rules and Regulations promulgated by the Master Association. Any purported conveyance or other transfer of such rights and easements apart from the Unit to which such right and easement are appurtenant shall be void.

(c) **Limitations.** The rights and easements of enjoyment created hereby shall be subject (in addition to any easements granted or reserved in this Declaration or pursuant to the other Master Association documents) to all rights and powers of the Declarant and the Master

THIS IS NOT A

CERTIFIED COPY OFF. REC. 75976 866

Association when exercised in accordance with the other applicable provisions of the Master Association's right to regulate the use of the Common Area to grant easements across the Common Area, to dedicate portions of the Common Area owned in fee simple by the Master Association and to mortgage the Common Area owned in fee simple by the Master Association.

(d) Delegation. Subject to the Rules and Regulations or such other restrictions as adopted by the Master Association, any person having the right to use and enjoy the Common Area may delegate such rights to such person's guests, employees, customers, tenants, agents and invitees and to such other persons as may be permitted by the Master Association.

ARTICLE XV
DECLARANT'S SPECIAL RIGHTS: TRANSFER

Section 1. Declarant Special Rights. Declarant's Special Rights are those rights reserved for the benefit of Declarant as provided for in this Declaration, the Articles or By-Laws, and shall include, without limitation, the following rights: (1) to use easements over and through the Property for the purpose of making improvements within the Property; (2) to maintain models, management offices, construction offices, sales offices, customer service offices and signs advertising the Property; (3) to exercise the rights and votes of the Class C member of the Association; (4) to remove and replace any director elected or appointed by the Class C member until the meeting at which the Class A and B members are entitled to elect a majority of the directors; (5) to make unilateral amendments to this Declaration, the Articles or By-Laws as provided herein; (6) to exercise any other rights given to the Declarant herein.

Section 2. Transfer of Declarant's Special Rights.

(a) The Declarant may transfer, in whole or in part, Declarant's Special Rights created or reserved under this Declaration, the Articles or By-Laws to any Person acquiring Units or any portion of the Property by an instrument evidencing the transfer recorded in the Public Records of Hillsborough County, Florida. The instrument shall not be effective unless executed by the transferor and transferee; provided, however, that a Person acquiring Units or any portion of the Property pursuant to Section 2(c) hereof may unilaterally execute and record an instrument to acquire some or all of the Declarant's Special Rights. A partial transfer of Declarant's Special Rights shall not prevent the transferor Declarant from continuing to exercise Declarant's Special Rights with respect to any portion of the Property retained by such Declarant. Any transferee of a portion of Declarant's Special Rights shall not be deemed the Declarant, and shall have no other rights, privileges or options other than those specifically assigned. The instrument providing for a partial transfer of Declarant's Special Rights shall allocate voting rights between the transferor and the transferee.

(b) Upon transfer of any of Declarant's Special Rights, the liability of a transferor Declarant is as follows:

(i) A transferor shall not be relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations the transferor has undertaken by contract or which are imposed upon the transferor by law.

THIS IS NOT A

CERTIFIED COPY OFF. REC. 7597PG 867

(ii) If the successor to any Declarant's Special Rights is an Affiliate of a Declarant (as defined below) the transferor shall be jointly and severally liable with the successor for any obligation or liability of the successor which relates to the Property.

(iii) If a transferor retains any Declarant's Special Rights, but transfers other Declarant's Special Rights to a successor who is not an Affiliate of the Declarant, the transferor shall remain liable with respect to only such obligations and liabilities relating to the Declarant's Special Rights retained by the transferor. The transferee shall be liable for all obligations and liabilities with respect to the transferred Rights from and after the date of such transfer.

(iv) A transferor shall not be liable for any act or omission, or any breach of a contractual or warranty obligation arising from the exercise of a Declarant's Special Right by a successor Declarant who is not an Affiliate of the transferor.

(c) Unless otherwise provided in a Mortgage, in case of foreclosure of a Mortgage (or deed in lieu of foreclosure), tax sale, judicial sale, sale by a trustee under a deed of trust or sale under the Bankruptcy Code or receivership proceedings, of some, but not all, Units or Property owned by Declarant, the Person acquiring title to all the Units or Property being foreclosed or sold, but only upon such Person's request, shall succeed to all Declarant's Special Rights related to such Units or Property or only to any rights reserved in this Declaration, the Articles or By-Laws, to maintain models, management offices, construction offices, sales offices, customer service offices and signs advertising the Property. The judgment, instrument conveying title or other instrument recorded in the Public Records of Hillsborough County, Florida shall provide for transfer of only the Declarant's Special Rights requested.

(d) Upon foreclosure (or deed in lieu of foreclosure) tax sale, judicial sale, sale by a trustee under a deed of trust, or sale under the Bankruptcy Code or receivership proceedings, of all of the Units and Property owned by Declarant the (i) Declarant shall cease to have any Declarant's Special Rights, and (ii) Declarant Control Period shall terminate unless the judgment, instrument conveying title or other instrument recorded among the Public Records of Hillsborough County, Florida provides for transfer of Declarant's Special Rights held by that Declarant to a successor Declarant.

(e) The liabilities and obligations of Persons who succeed to Declarant's Special Rights are as follows:

(i) A successor to any Declarant's Special Rights who is an Affiliate of a Declarant shall be subject to all obligations and liabilities imposed on the transferor by the Declaration, Articles and By-Laws.

(ii) A successor to any Declarant's Special Rights, other than a successor described in Paragraphs (iii) or (iv) of this subsection or a successor who is an Affiliate of a Declarant, is subject to all obligations and liabilities imposed by this Declaration, the Articles or By-Laws: (A) on a Declarant which relates to such Declarant's exercise or non-exercise of Declarant's Special Rights; or (B) on the transferor, other than: (1) misrepresentations by any previous Declarant; (2) warranty obligations, if any, on improvements made by any previous Declarant, or made before the Master Association was created; (3) breach of any fiduciary

THIS IS NOT A

CERTIFIED COPY

OFF. REC. 759718

868

obligation by any previous Declarant or such Declarant's appointees to the Board of Directors; or (4) any liability or obligation imposed on the transferor as a result of the transferor's acts or omissions after the transfer.

(iii) A successor to only a right reserved in this Declaration, the Articles or By-Laws to maintain models, sales offices, customer service offices and signs, if such successor is not an Affiliate of a Declarant, may not exercise any other Declarant's Special Right, and is not subject to any liability or obligation as a Declarant.

(iv) A successor to all Declarant's Special Rights held by a Person who succeeded to those rights pursuant to foreclosure, a deed in lieu of foreclosure or a judgment or instrument conveying title under subsection (iii) may declare the intention in an instrument recorded in the Public Records of Hillsborough County, Florida to hold those Rights solely for transfer to another Person. Thereafter, until transferring all Declarant's Special Rights to any Person acquiring title to any Units owned by the successor, or until recording an instrument permitting exercise of all those Rights, that successor may not exercise any of those Rights other than any right held by the transferor to vote as the Class C Member in accordance with the provisions of this Declaration, the Articles or By-Laws for the duration of any Declarant Control Period, and any attempted exercise of those Rights is void. So long as a successor Declarant may not exercise Declarant's Special Rights under this sub-section, such successor is not subject to any liability or obligation as a Declarant.

(v) Nothing in this Article shall subject any successor to a Declarant's Special Right to any claim against or other obligation of a transferor Declarant, other than claims and obligations arising under this Declaration, the Articles or the By-Laws.

(vi) For the purposes of this Section, "Affiliate" or "Affiliate of a Declarant" means any Person who controls, is controlled by, or is under common control with a Declarant. A Person controls a Declarant if the Person is (a) a general partner, officer, director or employer of the Declarant, (b) directly or indirectly or acting in concert with one or more Persons or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing more than 20% of the voting interests in the Declarant, (c) controls in any manner the election of a majority of the directors of the Declarant, or (d) has contributed more than 20% of the capital of the Declarant. A person is controlled by a Declarant if the Declarant is (a) a general partner, officer, director, or employer of the Person, (b) directly or indirectly or acting in concert with one or more other Persons or through one or more subsidiaries, owns, controls, holds with power to vote or holds proxies representing more than 20% of the voting interest in the Person, (c) controls in any manner the election of a majority of the directors of the Person, or (d) has contributed more than 20% of the capital of the Person. Control does not exist if the powers described in this paragraph are held solely as security for an obligation and are not exercised.

Section 3. No Obligations. Nothing contained in this Declaration, Articles or By-Laws shall impose upon the Declarant or its successors or assigns any obligation of any nature to build, construct, renovate or provide any improvements. Neither the Declarant nor its successors or assigns shall be liable to any Owner or occupant by reason of any mistake in judgment, negligence, nonfeasance, action or inaction or for the enforcement or failure to enforce

THIS IS NOT A CERTIFIED COPY

OFF: 7597PG 869
REC:

any provision of this Declaration. Every Owner or occupant of any of said Property by acquiring its interest therein agrees that it will not bring any action or suit against Declarant to recover any such damages or to seek equitable relief because of same.

Section 4. Encroachments. In the event that any portion of any roadway, walkway, parking area, driveway, water lines, sewer lines, utility lines, sprinkler system, building or any other structure as originally constructed on any Unit or the Common Areas, it shall be deemed that the Owner of such Unit or the Master Association has granted a perpetual easement to the owner of the adjoining Unit or the Master Association, as the case may be, for continuing maintenance and use of such encroaching roadway, walkway, driveway, parking area, water line, sewer line, utility line, sprinkler system, building or structure. The foregoing shall also apply to any replacements of any such roadway, walkway, driveway, parking area, water lines, sewer lines, utility lines, sprinkler system, building or structure if same are constructed in substantial conformance to the original. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

ARTICLE XVI ENFORCEMENT

Section 1. Monetary Defaults and Collection of Assessments.

(a) **Interest.** If any Member or Owner is in default in the payment of any Assessment for more than ten (10) days after same is due, or in the payment of any other monies owed to the Master Association for a period of more than ten (10) days after written demand by the Master Association, the Master Association may charge such Member, Homeowners' Association, or Owner interest at a rate not exceeding the highest rate permitted by law on the amount owed to the Master Association from and after said ten (10) day period.

(b) **Collection.** In the event any Member, Homeowners' Association, or Owner fails to pay any Assessment or other monies due to the Master Association within ten (10) days after written demand, the Master Association may take any action deemed necessary in order to collect such Assessments or monies including, but not limited to, retaining the services of a collection agency or attorney to collect such Assessments or monies, initiating legal proceedings for the collection of such Assessments or monies, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action, and the Member, Homeowners' Association, or Owner shall be personally liable to the Master Association for all costs and expenses incurred by the Master Association incident to the collection of any Assessment or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including reasonable attorneys' fees, and all sums paid by the Master Association for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the Master Association's lien. The Master Association shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any Assessments or monies owed to it, and if the Master Association becomes the Owner of any Property by reason of such foreclosure, it shall offer such Property for sale within a reasonable time and shall deduct from the proceeds of such sale all Assessments or monies due it. All payments received by the Master Association on account of any Assessments or monies owed to it by any Member, Homeowners' Association, or Owner, shall be first applied to

THIS IS NOT A CERTIFIED COPY

OFF: 7597PG 870
REC:

payments and expenses incurred by the Master Association, then to interest, then to any unpaid Assessments or monies owed to the Master Association in the inverse order that the same were due.

(c) Lien for Assessment and Monies Owed to Master Association. The Master Association shall have a lien on all Property owned and/or subject to the jurisdiction of any Member, Homeowners' Association, or Owner, for any unpaid Assessments or other monies owed to the Master Association by such Member, Homeowners' Association, or Owner, and for interest, reasonable attorneys' fees incurred by the Master Association incident to the collection of the Assessments and other monies, or enforcement of the lien, and for all sums advanced and paid by the Master Association incident to the collection of the Assessments and other monies, or enforcement of the lien, and for all sums advanced and paid by the Master Association for taxes and on account of superior Mortgages, liens or encumbrances in order to protect and preserve the Master Association's lien. The lien is effective from and after the recording of a claim of lien in the public records of Hillsborough County, Florida, stating the description of the Property, the name of the Member, Homeowners' Association, or Owner which owns and/or has jurisdiction over the Property, the amount due, and the due dates. The lien shall remain in effect until all sums secured by it have been fully paid. The claim of lien must be signed and acknowledged by an officer or agent of the Master Association. Upon payment in full of all sums secured by the lien, the Person making the payment is entitled to a satisfaction of the lien.

(d) The foregoing lien as to Property operated by a Homeowners' Association member shall specifically extend to all Property which is subject to the jurisdiction of the Homeowners' Association member, including any Units within such Property. However, any Owner of any Property subject to the jurisdiction of the Homeowners' Association member shall be entitled to a release of the Master Association's lien as to his Property upon the payment to the Master Association of a percentage of the total amount secured by the Master Association's lien, which percentage shall be equal to such Owner's share of the common expenses of the Homeowners' Association, and in addition, reasonable costs of the Master Association associated with preparing and recording a partial release of lien. In the event such payment to the Master Association results in the Owner paying a greater percentage of the common expenses of his, her or its Homeowners' Association than the Owner's share, the Owner shall seek reimbursement from the Homeowners' Association for any such excess amount.

(e) Transfer of Property after Assessment. The Master Association's lien shall not be affected by the sale or transfer of any Property, and (i) in the event of any such sale or transfer, both the new Owner and the prior Owner shall be jointly and severally liable for all Assessments, interest, and other costs and expenses owed to the Master Association which are attributable to any Property purchased by or transferred to such new Owner, and (ii) any new Owner of Property which is subject to the jurisdiction of a Homeowners' Association Member shall be liable for the Owner's share of all Assessments, interest and other costs and expenses owed to the Master Association which are attributable to the Homeowners' Association Member. However, any Owner or Member, upon demand, shall be entitled to receive from the Master Association a statement as to any then unpaid Assessments, interest, or other costs or expenses owed to the Master Association by such Owner or Member or by the Owner's respective Homeowners' Association, and any such purchaser or transferee of any Property shall have the right to rely on such statement. Notwithstanding the foregoing, with respect to a demand by an

THIS IS NOT A CERTIFIED COPY

OFF. REC. 7597PG 871

Owner whose Property is subject to the jurisdiction of a Homeowners' Association, the Master Association shall only be obligated to state the amounts owed by the Homeowners' Association, and not the Owner's share of any such amounts.

(f) Subordination of the Lien to Mortgages. The lien of the Master Association for Assessments or other monies shall be subordinate and inferior to the lien of any first Mortgage recorded prior to the recording of a Claim of Lien by the Master Association. The sale or transfer of any Property by the foreclosure of a first Mortgage or by deed in lieu thereof, shall extinguish the lien of the Master Association as to any Assessment, interest, expenses or other monies owed to the Master Association which became due prior to such sale or transfer, unless a Claim of Lien for same was recorded prior to the recording of the Mortgage, and neither the Mortgagee, nor any purchaser at a foreclosure sale, nor their grantees or successors, shall be responsible for said payments, but they shall be liable for any Assessments due after such sale or transfer. If the Master Associations' lien or its rights to any lien for any such Assessments, interest, expenses or other monies owed to the Master Association by any Owner or Member is extinguished as aforesaid, such sums shall thereafter be Common Expenses collectible from all Owners or Members including such acquirer, and its successors and assigns.

(g) Notwithstanding the foregoing, if the Master Association's lien is on Property which is subject to the jurisdiction of a Homeowner's Association Member and the lien has been so extinguished as to part, but not all of the Property, same shall not reduce the liability of the Homeowners' Association Member, and the Owners of all Property which is subject to the jurisdiction of the Homeowners' Association member (other than the Owner of the Property for which the lien has been extinguished) shall be liable for a pro rata share of such extinguished sums. If any such Owner has received a release of the lien as to his Property prior to the date on which a portion of the lien was so extinguished, the Master Association may rerecord a claim of lien in Hillsborough County, Florida, in which event the Owner shall be entitled to a release of the lien as to his Property upon the payment to the Master Association of the Owner's pro rata share of the extinguished sums, together with the reasonable costs of the Master Association associated with preparing and recording a partial release of the lien. If any Owner has not previously received a release of the lien as to his Property, the pro rata share of the extinguished sums shall be added to the amount originally required in order for the Owner to be entitled to a release of the lien as to the Owner's Property.

Section 2. Non-Monetary Defaults. In the event of a violation by any Member, Homeowners' Association, or Owner (other than the nonpayment of any Assessment or other monies) of any of provisions of this Declaration, or of the Articles or By-Laws, the Master Association shall notify the Member, Homeowners' Association, or Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after written notice, or if the violation is not capable of being cured within such seven (7) day period, if the Member, Homeowners' Association or Owner fails to commence and diligently proceed to completely cure as soon as practicable such violation within seven (7) days after the written notice by the Master Association, the Master Association may, at its option:

(i) Commence an action to enforce the performance on the part of the Member, Homeowners' Association, or Owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

THIS IS NOT A CERTIFIED COPY

OFF: 7597PG 872
REC: 7597PG 872

(ii) Commence an action to recover damages; and/or

(iii) Take any and all action reasonably necessary to correct such failure, which action may include, but is not limited to, removing any building or improvement for which any required approval has not been obtained, or performing any maintenance required to be performed by this Declaration.

All expenses incurred by the Master Association in connection with the correction of any failure or the commencement of any action against any Member, Homeowners' Association, or Owner, including reasonable attorney's fees, shall be assessed against the applicable Member, Homeowners' Association, or Owner, and shall be due within ten (10) days of receipt of written demand by the Master Association. The Master Association shall have a lien for any such Assessment and any interest, costs or expenses associated therewith, including attorney's fees incurred in connection with such Assessment, and may take such action to collect such Assessment or foreclose said lien as in the case and in the manner of any other Assessment as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of Hillsborough County, Florida.

Section 3. No Waiver. The failure of the Master Association to enforce any right, provision, covenant or condition which may be granted by this Declaration, the Articles, or the By-Laws, shall not constitute a waiver of the right of the Master Association to enforce such right, provision, covenant or condition in the future.

Section 4. Rights Cumulative. Unless otherwise specified, no remedy conferred upon the Master Association is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law in equity or by statute. Every power or remedy given by this Declaration to the Master Association or to which the Master Association may otherwise be entitled may be exercised concurrently or independently, from time to time, and as often as may be deemed expedient by the Master Association and the Master Association may pursue inconsistent remedies.

Section 5. Enforcement By or Against other Persons. In addition to the foregoing, this Declaration may be enforced by Declarant, or the Master Association, by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of this Declaration. In addition to the foregoing, any Homeowners' Association or Owner shall have the right to bring an action to enforce this Declaration against any Person violating or attempting to violate any provisions herein, to restrain such violation or to require compliance with the provisions contained herein, but no Homeowners' Association or Owner shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any Person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

THIS IS NOT A

CERTIFIED COPY

OFF. REC. 7597PG 873

Section 6. Certificate as to Unpaid Assessments or Default. Within fifteen (15) days after request by any Member, or other Owner of any Property, or any Institutional Lender holding a Mortgage encumbering any Property, the Master Association shall execute and deliver a written certificate as to whether or not such Member or Owner, and any applicable Homeowners' Association having jurisdiction over the Owner's Property, is in default with respect to the payment of Assessments or whether any notice has been sent to an Owner with respect to compliance with the terms and provisions of this Declaration.

Section 7. Declarant's Enforcement of Obligations of Master Association. The Declarant, regardless of whether or not it is a Member of the Master Association, shall have the right to enforce the obligations of the Master Association to properly maintain and operate any Property as required by this Declaration, and in the event the Master Association defaults with respect to any of its obligations to operate or maintain any Property, and does not commence and diligently proceed to cure such default as soon as is reasonably practical and in any event within ten (10) days after demand by any controlling Governmental Authority, the Declarant shall have the right to perform such maintenance and in that event all reasonable costs and expenses incurred by the original Declarant or such Governmental Authority, plus interest not to exceed the highest rate permitted by law, shall be paid by the Master Association, plus any costs, expenses, and attorney's fees incurred in connection with the enforcement of the Master Association's duties and obligations hereunder or the collection of any such sums. The Declarant shall have the right to collect such sums from the Members of the Master Association and in connection therewith shall have all enforcement rights granted to the Master Association in connection with the collection of said monies, including, but not limited to, all lien rights provided by this Declaration. In addition, the duties and obligations of the Master Association may be enforced by any Unit Owner or Member, through appropriate legal proceedings.

ARTICLE XVII
AMENDMENT: EXTRAORDINARY ACTIONS

Section 1. Amendment by the Declarant. For so long as the Declarant or its designees are engaged in development or sales, or activities related thereto, anywhere on the Property, the Declarant may unilaterally without the approval of the Owners or Mortgagees amend any provision of this Declaration to: (1) make changes which do not have a material adverse effect on any Owner; (2) satisfy the requirement of any government, governmental agency or Mortgagee; (3) relocate boundary lines between the Common Area and any Units or among any Units; provided, however, that such relocation does not materially and adversely affect any Owner other than the Declarant and that such relocation is reflected in an approved resubdivision of all or any part of the Property; and (4) withdraw submitted Property which is still owned by Declarant.

Section 2. Amendment by the Master Association.

(a) Subject to Section 1 of this Article XVII, the Master Association may amend this Declaration by a vote of at least sixty-seven percent (67%) of all Members or with the written approval of Members entitled to cast at least sixty-seven percent (67%) of the total number of Votes.

THIS IS NOT A

CERTIFIED COPY

OFF. REC. 7597PG 874

(b) An amendment shall not be effective until certified by the President as to compliance with the procedures set forth herein, executed and acknowledged by the President and Secretary of the Master Association, and recorded among the Public Records of Hillsborough County, Florida. Any procedural challenge to an amendment must be made within one (1) year after recordation.

Section 3. Prerequisites. No amendment shall be made to this Declaration during the Declarant Control Period without the prior written consent of the Declarant. No amendment shall increase the financial obligations of an Owner in a discriminatory manner or further restrict development on existing Units. No amendment to this Declaration shall diminish or impair the rights of the Declarant under this Declaration without the prior written consent of the Declarant. No amendment to this Declaration shall diminish or impair the express rights of the Mortgagees under this Declaration without the prior written approval of at least fifty-one percent (51%) of the Mortgagees. No amendment may modify this Article or the rights of any Person hereunder.

Section 4. Extraordinary Actions of the Master Association. The provisions of this Section shall not be construed to reduce the Vote that must be obtained from Members where a different vote is required by the law or other provisions of this Declaration, the Articles of Incorporation or its By-Laws, nor shall it be construed to lessen the unilateral rights given to the Declarant pursuant to any provision to amend this Declaration, the Articles of Incorporation or its By-Laws, without the consent of the Owners or Mortgagees.

(a) Mortgagee and Owner Approval. Unless at least fifty-one percent (51%) of the Mortgagees and Owners and Members entitled to cast fifty-one percent (51%) of the total number of Votes in the Master Association have given their written approval, the Master Association shall not, by act or omission: (1) convey or mortgage the Common Areas owned in fee simple by the Master Association (the conveyance or transfer to a public agency or authority, or utility company (public or private) or the granting of easements for public utilities to serve the Property or adjoining real estate or other purposes consistent with the intended use or maintenance of the Common Areas shall not be considered a conveyance within the meaning of this Section); (2) merge, consolidate or dissolve the Master Association; (3) terminate the Declaration; or (4) amend any material provision of the Articles or By-Laws of the Master Association which establish, provide for, govern or regulate: (i) voting; (ii) assessments, assessment liens or subordination of such liens; or (iii) Mortgagee rights.

(b) Non-Material Amendments. Any amendment to this Declaration shall not be considered material if made only for the purpose of correcting technical errors or for clarification.

(c) Presumptive Approval. Any Mortgagee who is notified of amendments or actions of the Master Association and who does not deliver a negative response to the Secretary of the Master Association within thirty (30) days shall be deemed to have approved such amendment. Approval by a Mortgagee also includes the issuance of written approval or any written waiver or formal letter stating "no objection".

THIS IS NOT A

CERTIFIED COPY

OFF. REC. 7597PG 875

**ARTICLE XVIII
GENERAL PROVISIONS**

Section 1. Term, Binding Effect. The covenants and restrictions of this Declaration shall run with the land and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Declarant, Master Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded in the Public Records of Hillsborough County, Florida, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a Majority Vote of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change this Declaration, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

Section 2. Indemnification. The Master Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Master Association (except to the extent that such officers or directors may also be Members of the Master Association), and the Master Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Master Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 3. Notices. Any notice required to be sent to any Owner or Member under the provisions of this Declaration shall be deemed to have been properly sent when hand delivered or when mailed, postpaid, to the last known address of the person who appears as Unit Owner on the records of the Master Association at the time of such mailing.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5. Perpetuities. In the event any court shall hereafter determine that any provisions as originally drafted herein violate the rule against perpetuities, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law.

THIS IS NOT A CERTIFIED COPY

OFF. REC. 7597PG 876

Section 6. Special Provisions Regarding Cable Television. Declarant reserves and shall have the right, but not the obligation, to grant a private cable television company an easement to provide cable television service to all or any portion of the Units within the Property, on such terms and conditions as Declarant may reasonably desire, provided, however, that the service charges by the cable company shall not be unreasonable as compared to other cable television companies providing cable television service in Hillsborough County, Florida. In connection with such cable television service, the applicable agreement with the cable company may require each Unit Owner to subscribe for, at a minimum, basic cable television services offered by the cable company, and to pay for such service, either directly to the cable television company, or to the Homeowners' Association of which the Unit Owner is a member, or to the Master Association, as may be provided in the cable television agreement. In such event, each Unit owner shall be required to pay for such services as required by the agreement, and if such payment is to be made to the Master Association, such payment shall be deemed an assessment pursuant to this Declaration. Any cable television agreement may also give the Unit Owners the option to subscribe to additional channels or services in addition to the basic cable television service for an additional fee to be determined by the cable television company from time to time.

Section 7. Damage or Destruction. In the event any existing Units are damaged or destroyed, such damaged or destroyed Units shall continue to be deemed Units for purposes of assessments, voting and use rights, unless and until all the Property owned in conjunction with the Units is developed with a different number of Units than existing prior to such damage or destruction, and the Master Association is so notified in writing. Thereafter, the number of assessment units assignable to such Property will be changed to equal the number of Units then existing within such Property. Notwithstanding the foregoing, in the event any Property is submitted to the condominium form of ownership, such Property shall be deemed to contain the number of Units provided in the respective declaration of condominium, as amended from time to time, unless and until the declaration of condominium is amended to provide for a different number of Units within the condominium, and a copy of the amended declaration of condominium is delivered to the Master Association.

Section 8. Conflict with Articles or By-Laws. In the event of any conflict between the Articles and the By-Laws and this Declaration, this Declaration, the Articles and the By-Laws, in that order, shall control.

Section 9. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Master Association unless approved by a vote of seventy-five percent (75%) of the votes entitled to be cast by the Members present in person or by proxy at a duly held meeting of the Members at which a quorum is present. This Section shall not apply, however, to (a) actions brought by the Master Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article X hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Master Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

THIS IS NOT A

CERTIFIED COPY

OFF. REC. 7597PG 877

Section 10. Cumulative Effect: Conflict with Homeowners' Documents. The covenants, restrictions, and provisions of this Declaration shall be cumulative with those of any Homeowners' Association and the Master Association may, but shall not be required to, enforce the latter; provided, however, in the event of conflict between or among such covenants and restrictions, and provisions of any articles of incorporation, by-laws, Rules and Regulations, policies, or practices adopted or carried out pursuant thereto, those of any Homeowners' Association shall be subject and subordinate to those of the Master Association. The foregoing priorities shall apply, but not be limited to, the liens for assessments created in favor of the Master Association.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.]

THIS IS NOT A CERTIFIED COPY

OFF. REC. 7597PG 878

Section 11. Captions. The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the document in which used or any provision thereof.

Section 12. Pronouns. The use of the masculine gender shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural and vice versa, whenever the context so requires.

Section 13. Exhibits. Exhibits A, B and C are an integral part hereof and are incorporated in this Declaration as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 21st day of ~~March, 1993.~~
November, 1994.

APU CROSS CREEK, INC.,
a Florida corporation

[Signature]
Signature of Witness
P. J. [Name]
(Print Name of Witness)

[Signature]
Signature of Witness
JOHN G KOZEKA
(Print Name of Witness)

[Signature]
Signature of Witness
MICHAEL J. BAKER
(Print Name of Witness)

[Signature]
Signature of Witness
MICHAEL M. McARTOR
(Print Name of Witness)

BY: [Signature]
MICHAEL M. McARTOR

ITS: Vice President

Attest: [Signature]
Barbara S. Whitman

ITS: Assistant Secretary

(CORPORATE SEAL)

DECLARANT

THIS IS NOT A CERTIFIED COPY

OFF. REC. 75970 879

STATE OF PENNSYLVANIA
COUNTY OF ALLEGHENY

BEFORE me personally appeared Michael M. McArtor, to me well known and known to me to be the individual described in and who executed the foregoing instrument as Vice President of APU Cross Creek, Inc., a Florida corporation, and acknowledged to and before me that he executed such instrument as Vice President of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that it was affixed to the foregoing instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and seal this 10th day of November, 1994.

Patricia A. Gurneck
Notary Public State of Pennsylvania
Print Name:

My Commission Expires:

Notarial Seal
Patricia A. Gurneck, Notary Public
Pittsburgh, Allegheny County
My Commission Expires June 15, 1998
Member, Pennsylvania Association of Notaries

THIS IS NOT A
CERTIFIED COPY

OFF. REC. 7597PG 880

TABLE OF EXHIBITS



<u>Exhibit</u>	<u>Subject Matter</u>
"A"	Legal Description of Property [Heidt & Associates to provide] (less and except Parcel "C", "D" and "H")
"B"	Articles of Incorporation of Cross Creek Master Association, Inc.
"C"	By-Laws of Cross Creek Master Association, Inc.

THIS IS NOT A

CERTIFIED COPY

EXHIBIT "A"

OFF. REC. 759776 881

Legal Description

DESCRIPTION: A parcel of land lying in Sections 7, 8 and 9, Township 27 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

BEGINNING at the Southeast corner of said Section 7, run thence along the South boundary of said Section 7, N.89°46'00"W., 2008.27 feet to a point on the Easterly boundary of CROSS CREEK - UNIT 1 according to the plat thereof as recorded in Plat Book 67, Page 16, Public Records of Hillsborough County, Florida; thence along said Easterly and Southerly boundaries of CROSS CREEK - UNIT 1 the following seven (7) courses: 1) N.00°45'52"W., 100.91 feet to a point on a curve; 2) Easterly, 316.67 feet along the arc of a curve to the left having a radius of 5940.00 feet and a central angle of 03°03'16" (chord bearing N.87°42'30"E., 316.63 feet) to a point of reverse curvature; 3) Easterly, 428.60 feet along the arc of a curve to the right having a radius of 6060.00 feet and a central angle of 04°03'08" (chord bearing N.88°12'26"E., 428.51 feet) to a point of tangency; 4) S.89°46'00"E., 154.08 feet; 5) N.13°29'00"E., 206.44 feet; 6) N.51°15'49"E., 967.40 feet; 7) N.45°47'27"E., 550.00 feet to a point on the Northerly boundary of the South 1/2 of the Southwest 1/4 of the aforesaid Section 8, said Northerly boundary also being the Southerly boundary of PEBBLE CREEK - UNIT 5, according to the plat thereof as recorded in Plat Book 60, Page 37, Public Records of Hillsborough County, Florida; thence along said Southerly boundary, S.89°52'33"E., 1229.25 feet; thence along the West boundary of the Northeast 1/4 of said Southwest 1/4 of Section 8 and the West boundary of the East 1/2 of the Northwest 1/4 of said Section 8, also being the Easterly boundaries of said PEBBLE CREEK - UNIT 5, and PEBBLE CREEK - UNIT 7, according to the plat thereof as recorded in Plat Book 61, Page 18, and PEBBLE CREEK - UNIT 6, according to the plat thereof as recorded in Plat Book 60, Page 38, ALL being of the Public Records of Hillsborough County, Florida, N.00°49'35"W., 3972.11 feet to a point on the North boundary of said Section 8; thence along said North boundary, N.89°50'46"E., 4000.22 feet to the Northwest corner of the aforesaid Section 9; thence along the North boundary of said Section 9, S.89°58'36"E., 2561.56 feet; thence along a line lying 2561.25 feet East of and parallel with the West boundary of said Section 9, S.00°52'00"E., 5303.58 feet to a point on the South boundary of said Section 9; thence along said South boundary, N.89°46'03"W., 2562.44 feet to the Southwest corner of said Section 9; thence along the South boundary of the aforesaid Section 8, N.89°52'47"W., 5338.38 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

(LEGAL DESCRIPTION CONTINUED ON NEXT PAGE)

THIS IS NOT A CERTIFIED COPY

OFF. REC. 7597PG 882

LESS AND EXCEPT THE FOLLOWING:

DESCRIPTION: A parcel of land lying in Sections 7 and 8, Township 27 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

From the Southwest corner of said Section 8, run thence along the South boundary of said Section 8, S.89°52'47"E., 221.94 feet; thence N.00°07'13"E., 100.00 feet to a point on a curve; thence Westerly, 165.95 feet along the arc of a curve to the right having a radius of 4900.00 feet and a central angle of 01°56'26" (chord bearing N.88°54'34"W., 165.94 feet) to a point of compound curvature, said point also being the POINT OF BEGINNING; thence Westerly, 100.00 feet along the arc a curve to the right having a radius of 4900.00 feet and a central angle of 01°10'10" (chord bearing N.87°21'17"W., 100.00 feet); thence N.02°38'43"E., 278.17 feet; thence N.46°00'00"W., 332.96 feet; thence N.43°21'59"E., 972.48 feet to a point on the South boundary of PEBBLE CREEK VILLAGE UNIT NO. 5, according to the plat thereof as recorded in Plat Book 60, Page 37, Public Records of Hillsborough County, Florida; thence along said South boundary, S.89°52'33"E., 838.28 feet; thence SOUTH, 592.95 feet; thence S.22°00'00"W., 449.47 feet; thence S.04°00'00"E., 110.86 feet; thence S.12°00'00"W., 105.89 feet; thence N.89°52'47"W., 51.09 feet; thence N.12°00'00"E., 109.38 feet; thence N.04°00'00"W., 115.37 feet; thence N.22°00'00"E., 208.67 feet; thence S.77°00'00"W., 157.43 feet; thence N.52°30'42"W., 102.83 feet; thence S.87°42'29"W., 44.51 feet; thence S.51°59'51"W., 70.43 feet; thence S.43°58'26"W., 126.32 feet; thence S.37°16'05"E., 62.64 feet; thence S.43°58'27"W., 119.53 feet; thence N.89°52'47"W., 563.13 feet; thence continue S.02°38'43"W., 167.35 feet to the POINT OF BEGINNING.

(LEGAL DESCRIPTION CONTINUED ON NEXT PAGE)

THIS IS NOT A CERTIFIED COPY

OFF. 7597PG 883
REC.

LESS AND EXCEPT THE FOLLOWING:

DESCRIPTION: A parcel of land lying in Section 8, Township 27 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

From the Southwest corner of said Section 8, run thence along the South boundary of said Section 8, S.89°52'47"E., 1335.59 feet; thence along the East boundary of the Southwest 1/4 of the Southwest 1/4 of said Section 8, N.00°52'27"W., 100.01; thence S.89°52'47"E., 982.77 feet to the POINT OF BEGINNING; thence N.00°07'13"E., 155.45 feet; thence N.13°53'22"E., 50.42 feet; thence N.89°52'47"W., 75.06 feet; thence N.83°59'47"W., 82.81 feet; thence N.76°13'47"W., 82.81 feet; thence N.68°27'47"W., 82.81 feet; thence N.60°41'47"W., 82.81 feet; thence N.52°55'47"W., 82.81 feet; thence N.45°09'47"W., 98.33 feet; thence N.34°30'00"W., 864.37 feet to a point on the East boundary of the aforesaid Southwest 1/4 of the Southwest 1/4 of Section 8; thence along said East boundary, N.00°52'27"W., 90.88 feet to the Southeast corner of PEBBLE CREEK VILLAGE UNIT NO. 5, according to the plat thereof as recorded in Plat Book 60, Page 37, Public Records of Hillsborough County, Florida; thence along the East boundary of said PEBBLE CREEK VILLAGE UNIT NO. 5, also being the East boundary of the Northwest 1/4 of the aforesaid Southwest 1/4 of Section 8, N.00°49'35"W., 547.73 feet; thence N.89°10'07"E., 325.60 feet; thence S.72°47'00"E., 1359.59 feet; thence S.00°07'13"W., 1177.59 feet; thence along a line lying 100.00 feet North of and parallel with the aforesaid South boundary of Section 8, N.89°52'47"W., 612.00 feet to the POINT OF BEGINNING.

(LEGAL DESCRIPTION CONTINUED ON NEXT PAGE)

THIS IS NOT A CERTIFIED COPY

OFF. 7597PG 884
REC.

LESS AND EXCEPT THE FOLLOWING:

DESCRIPTION: A parcel of land lying in Section 8, Township 27 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

From the Southwest corner of said Section 8, run thence along the South boundary of said Section 8, S.89°52'47"E., 1335.59 feet; thence along the East boundary of the Southwest 1/4 of the Southwest 1/4 of said Section 8, N.00°52'27"W., 1324.42 feet to the Southeast corner of PEBBLE CREEK VILLAGE UNIT NO. 5, according to the plat thereof as recorded in Plat Book 60, Page 37, Public Records of Hillsborough County, Florida; thence along the East boundary of said PEBBLE CREEK VILLAGE UNIT NO. 5, also being the East boundary of the West 1/4 of the North 3/4 of said Section 8, N.00°49'35"W., 1627.10 feet to the POINT OF BEGINNING; thence continue along said East boundary of the West 1/4 of the North 3/4 of Section 8, said East boundary of PEBBLE CREEK VILLAGE UNIT NO. 5, the East boundary of PEBBLE CREEK VILLAGE UNIT NO. 7, according to the plat thereof as recorded in Plat Book 61, Page 18, Public Records of Hillsborough County, Florida, and the East boundary of PEBBLE CREEK VILLAGE UNIT NO. 6, according to the plat thereof as recorded in Plat Book 60, Page 38, Public Records of Hillsborough County, Florida, N.00°49'35"W., 1580.79 feet; thence N.89°10'25"E., 110.00 feet; thence N.00°49'35"W., 36.00 feet; thence N.89°10'25"E., 160.00 feet; thence N.00°49'35"W., 283.53 feet; thence S.89°50'46"E., 237.94 feet; thence S.35°50'46"E., 245.03 feet; thence N.55°58'21"E., 66.27 feet; thence S.47°00'00"E., 177.66 feet to a point on a curve; thence Southwesterly, 13.09 feet along the arc of a curve to the left having a radius of 375.00 feet and a central angle of 02°00'00" (chord bearing S.42°00'00"W., 13.09 feet); thence S.49°00'00"E., 110.00 feet; thence S.04°14'44"E., 79.39 feet; thence S.08°43'13"W., 30.96 feet; thence S.38°00'00"E., 86.52 feet; thence S.74°00'00"E., 210.00 feet; thence S.16°00'00"W., 39.52 feet; thence S.74°00'00"E., 294.50 feet; thence SOUTH, 368.77 feet; thence S.60°00'00"W., 1630.00 feet to the POINT OF BEGINNING.

(LEGAL DESCRIPTION CONTINUED ON NEXT PAGE)

THIS IS NOT A CERTIFIED COPY

LESS AND EXCEPT THE FOLLOWING:

OFF. REC. 7597PG 885

DESCRIPTION: A parcel of land lying in Section 8, Township 27 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

From the Southwest corner of said Section 8, run thence along the South boundary of said Section 8, S.89°52'47"E., 1335.59 feet; thence along the East boundary of the Southwest 1/4 of the Southwest 1/4 of said Section 8, N.00°52'27"W., 1324.42 feet to the Southeast corner of PEBBLE CREEK VILLAGE UNIT NO. 5, according to the plat thereof as recorded in Plat Book 60, Page 37, Public Records of Hillsborough County, Florida; thence along the East boundary of said PEBBLE CREEK VILLAGE UNIT NO. 5, also being the East boundary of the West 1/4 of the North 3/4 of said Section 8, the East boundary of PEBBLE CREEK VILLAGE UNIT NO. 7, according to the plat thereof as recorded in Plat Book 61, Page 18, Public Records of Hillsborough County, Florida, and the East boundary of PEBBLE CREEK VILLAGE UNIT NO. 6, according to the plat thereof as recorded in Plat Book 60, Page 38, Public Records of Hillsborough County, Florida, N.00°49'35"W., 3207.89 feet to the POINT OF BEGINNING; thence continue along said East boundary of PEBBLE CREEK VILLAGE UNIT NO. 6, and said East boundary of the West 1/4 of the North 3/4 of Section 8, N.00°49'35"W., 704.21 feet; thence along a line 60.00 feet South of and parallel with the North boundary of said Section 8, S.89°50'46"E., 2100.00 feet; thence S.35°00'00"W., 1142.68 feet; thence SOUTH, 159.32 feet; thence N.74°00'00"W., 294.50 feet; thence N.16°00'00"E., 39.52 feet; thence N.74°00'00"W., 210.00 feet; thence N.38°00'00"W., 86.52 feet; thence N.08°43'13"E., 30.96 feet; thence N.04°14'44"W., 79.39 feet; thence N.49°00'00"W., 110.00 feet to a point on a curve; thence Northeasterly, 13.09 feet along the arc of a curve to the right having a radius of 375.00 feet and a central angle of 02°00'00" (chord bearing N.42°00'00"E., 13.09 feet); thence N.47°00'00"W., 177.66 feet; thence S.55°58'21"W., 66.27 feet; thence N.35°50'46"W., 245.03 feet; thence N.89°50'46"W., 237.94 feet; thence S.00°49'35"E., 283.53 feet; thence S.89°10'25"W., 160.00 feet; thence S.00°49'35"E., 36.00 feet; thence S.89°10'25"W., 110.00 feet to the POINT OF BEGINNING.

(LEGAL DESCRIPTION CONTINUED ON NEXT PAGE)

THIS IS NOT A

CERTIFIED COPY

LESS AND EXCEPT THE FOLLOWING:

OFF. 7597PG 886
REC.

DESCRIPTION: A parcel of land lying in Section 8, Township 27 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Northwest corner of said Section 8, run thence along the North boundary of said Section 8, S.89°51'43"E., 1333.22 feet to the Northeast corner of PEBBLE CREEK VILLAGE UNIT NO. 6, as recorded in Plat Book 60, Page 38, Public Records of Hillsborough County, Florida, also being the POINT OF BEGINNING; thence continue along said North boundary, S.89°50'46"E., 2142.80 feet; thence S.35°00'00"W., 73.11 feet; thence along a line lying 60.00 feet south of and parallel with the aforesaid North boundary of Section 8, N.89°50'46"W., 2100.00 feet to a point on the Easterly boundary of said PEBBLE CREEK VILLAGE UNIT NO. 6; thence along said Easterly boundary, N.00°49'35"W., 60.01 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

DESCRIPTION: A parcel of land lying in Sections 7 and 8, Township 27 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

From the Southeast corner of said Section 8, run thence along the South boundary of said Section 8, N.89°52'47"W., 2212.04 feet to the POINT OF BEGINNING; thence continue along said South boundary, N.89°52'47"W., 3126.34 feet to the Southeast corner of the aforesaid Section 7; thence along the South boundary of said Section 7, N.89°46'00"W., 2008.27 feet to a point on the Easterly boundary of CROSS CREEK BOULEVARD as shown on the plat of CROSS CREEK UNIT 1, as recorded in Plat Book 67, Page 16, Public Records of Hillsborough County, Florida; thence along said Easterly boundary, N.00°45'52"W., 100.92 feet to a point on a curve on the Southerly boundary of said CROSS CREEK UNIT 1; thence along said Southerly boundary the following (3) three courses: 1) Easterly, 316.67 feet along the arc of a curve to the left having a radius of 5940.00 feet and a central angle of 03°03'16" (chord bearing N.87°42'30"E., 316.63 feet) to a point of reverse curvature; 2) Easterly, 428.60 feet along the arc of a curve to the right having a radius of 6060.00 feet and a central angle of 04°03'08" (chord bearing N.88°12'26"E., 428.51 feet) to a point of tangency; 3) S.89°46'00"E., 154.08 feet to the Southeast corner of said CROSS CREEK UNIT 1; thence continue S.89°46'00"E., 145.92 feet to a point of curvature; thence Easterly, 409.41 feet along the arc of a curve to the right having a radius of 5060.00 feet and a central angle of 04°38'09" (chord bearing S.87°26'55"E., 409.30 feet); thence N.04°52'09"E., 40.00 feet to a point on a curve; thence Easterly, 189.30 feet along the arc of said curve to the right having a radius of 5100.00 feet and a central angle of 02°07'36" (chord bearing S.84°04'03"E., 189.29 feet) to a point of reverse curvature; thence Easterly, 588.01 feet along the arc of a curve to the left having a radius of 4900.00 feet and a central angle of 06°52'32" (chord bearing S.86°26'31"E., 587.65 feet) to a point of tangency; thence along a line lying 100 feet North of and parallel with the aforesaid South boundary of Section 8, S.89°52'47"E., 2904.41 feet; thence S.00°07'13"W., 100.00 feet to the POINT OF BEGINNING.

THIS IS NOT A
CERTIFIED COPY

OFF. REC. 75970 887

EXHIBIT "B"

**ARTICLES OF INCORPORATION
OF
CROSS CREEK II MASTER ASSOCIATION, INC.,
a Florida not-for-profit corporation**

P R E A M B L E:

APU CROSS CREEK, INC., a Florida corporation ("Declarant"), owns certain property in Hillsborough County, Florida. Declarant intends to record a Master Declaration for Cross Creek II (the "Declaration") which will affect the property. This Association is being formed to administer the Declaration and to perform, among other things, the duties and exercise the powers pursuant to the Declaration, as and when the Declaration is recorded in the Public Records of Hillsborough County, Florida with these Articles attached as an Exhibit. All of the definitions contained in the Declaration shall apply to these Articles, and to the By-Laws of the Association. Until such time as the Declaration is so recorded, the incorporated shall be the sole member of the Association.

**ARTICLE I
NAME**

The name of the corporation is: **CROSS CREEK II MASTER ASSOCIATION, INC.** (hereinafter referred to as the "Master Association").

**ARTICLE II
PURPOSE**

The purposes for which the Master Association is organized are as follows:

1. To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.
2. To administer, enforce and carry out the terms and provisions of the Declaration, as same may be amended from time to time.
3. To administer, enforce and carry out the terms and provisions of any other declaration of covenants and restrictions or similar document, submitting property to the jurisdiction of, or assigning responsibilities, rights or duties to the Master Association, and accepted by the Board.
4. To promote the health, safety, welfare, comfort, and social and economic welfare of the Master Association Members, and the Unit Owners and residents of the Subject Property, as authorized by the Declaration, by these Articles, and by the By-Laws.

THIS IS NOT A
CERTIFIED COPY

OFF. REC. 7597PG 888

**ARTICLE III
POWERS**

The Master Association shall have the following powers:

1. All of the common law and statutory powers of a not-for-profit corporation under the laws of Florida which are not in conflict with the terms of these Articles.
2. All of the powers, express or implied, granted to the Master Association by the Declaration or which are reasonably necessary in order for the Master Association to administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the Declaration.
3. To make, establish and enforce rules and regulations governing the use and maintenance of the Subject Property.
4. To make and collect assessments against Members of the Master Association to defray the costs, expenses, reserves and losses incurred or to be incurred by the Master Association and to use the proceeds thereof in the exercise of the Master Association's powers and duties.
5. To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.
6. To purchase insurance for the protection of the Master Association, its officers, Directors and Members, and such other parties as the Master Association may determine to be in the best interests of the Master Association.
7. To operate, maintain, repair, and improve all Common areas, and such other portions of the Subject Property as may be determined by the Board from time to time.
8. To exercise architectural control over-all buildings, structures and improvements to be placed or constructed upon any portion of the Subject Property pursuant to the Declaration.
9. To contract for cable television and security services within the Subject Property as the Board in its discretion determines necessary or appropriate.
10. To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the Members of the Master Association and the Owners and residents of the Subject Property as the Board in its discretion determines necessary or appropriate.
11. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the Master Association and/or to contract with others for the performance of such obligations, services and/or duties.

THIS IS NOT A

CERTIFIED COPY

OFF. REC. 7597PG 889

12. To operate and maintain the surface water management and drainage system for the Subject Property as permitted by the Southwest Florida Water Management District, including all lakes, retention areas, culverts and related appurtenances.

13. To sue and be sued.

ARTICLE IV
MEMBERS

1. **MEMBERS.**

1.01 **HOMEOWNERS' ASSOCIATION MEMBER.** Each Homeowners' Association shall be a Member of the Master Association. Such membership shall be established upon the filing of the Articles of Incorporation of the Homeowners' Association with the Secretary of State of the State of Florida, and the recording of such Articles of Incorporation in the public records of the county in which the Subject Property is located, along with, or as an exhibit to, a declaration of condominium, declaration of covenants and restrictions, or similar document, submitting any Property to the jurisdiction of the Homeowners' Association or providing that the Homeowners' Association will operate any Property.

1.02 **OWNER MEMBERS.** If any Property is not subject to the jurisdiction of a Homeowners' Association, the Owner of such Property shall be a Member of the Master Association. Such memberships shall be initially established upon the recording of these Articles and the Declaration among the public records of the county in which the Subject Property is located.

1.02.1 Notwithstanding the foregoing, no governmental authority or utility company shall be deemed an Owner Member unless one or more Units actually exist upon the Property owned by such governmental authority or utility company, in which event the governmental authority or utility company will be an Owner Member only with respect to the Property owned in conjunction with such Unit(s).

1.03 Declarant shall be a Member of the Master Association so long as Declarant owns any Property, or holds a mortgage encumbering any Property other than a Unit.

2. **TRANSFER OF MEMBERSHIP.**

2.01 In the case of an Owner Member, transfer of membership in the Master Association shall be established by the recording in the Public Records of the county in which the Subject Property is located, of a deed or other instrument establishing a transfer of record title to any Property for which membership has already been established as hereinabove provided, the Owner(s) designated by such instrument of conveyance thereby becoming an Owner Member(s), and the prior Owner's membership thereby being terminated. In the event of death of an Owner Member, his membership shall be automatically transferred to his heirs or successors in interest. Notwithstanding the foregoing, the Master Association shall not be obligated to recognize such a transfer of membership until such time as the Master Association receives a true copy of the deed or other instrument establishing the transfer of ownership of the

THIS IS NOT A CERTIFIED COPY

OFF. REC. 7597PG 890

Property, and it shall be the responsibility and obligation of the former and new Owner of the Property to provide such true copy of said instrument to the Master Association.

2.02 In the event any portion of the Property owned by an Owner Member is submitting to the Jurisdiction of a Homeowners' Association, the membership of the Owner Member associated with such Property shall automatically terminate upon the recording in the public records of the county in which the Subject Property is located of the declaration of condominium, declaration of covenants and restrictions, or similar documents, submitting such Property to the jurisdiction of the Homeowners' Association, and the Homeowners' Association shall not be obligated to recognize such a transfer of membership until such time as the Master Association receives a true copy of the recorded declaration.

2.03 In the event a declaration of condominium, declaration of covenants and restrictions, or similar document, submitting any Property to the jurisdiction of a Homeowners' Association is terminated, the Homeowners' Association's membership in the Master Association with respect to such Property shall automatically terminate upon the recording of such termination in the public records of the county in which the Subject Property is located. The Owners of the Property formerly subject to the jurisdiction of the Homeowners' Association shall thereupon become Owner Members of the Master Association unless and until the Property is again submitted to the jurisdiction of a Homeowners' Association.

3. The share of a Member in the funds and assets of the Master Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Property associated with the membership of the Member, nor may a membership be separately assigned, hypothecated or transferred in any manner except as an appurtenance to such Property.

4. MEMBERS' VOTING RIGHTS. The total number of Members' votes shall be equal to the total number of Units and Planned Units within the Subject Property from time to time. On all matters upon which the membership shall be entitled to vote, there shall be one (1) vote for each Unit and Planned Unit.

4.01 Each Homeowners' Association Member shall have the number of votes equal to the number of Units and Planned Units within the Property operated by, or subject to the jurisdiction of, that Homeowners' Association at the time of such vote. A Homeowners' Association Member shall cast its votes in the manner provided by the By-Laws.

4.02 Each Owner Member shall have the number of votes equal to the number of Units and Planned Units within the Property associated with the membership of such Owner Member at the time of such vote.

5. The By-Laws shall provide for an annual meeting of the Members of the Master Association and may make provision for special meetings of the Members.

THIS IS NOT A
CERTIFIED COPY

OFF. REC. 759778 891

ARTICLE V
DIRECTORS

1. The affairs of the Master Association shall be managed by a Board consisting of not less than three (3) Directors, and which shall always be an odd number. The number of Directors shall be determined in accordance with the By-Laws. In the absence of such determination, there shall be three (3) Directors.

2. The Directors of the Master Association shall be elected by the Members, except that Declarant shall have the right to appoint Directors of the Master Association as follows (the "Declarant Control Period"):

2.01 Declarant shall have the right to appoint all of the Directors of the Master Association until the earlier of the following: (i) one year after fifty percent (50%) of the Units that will be ultimately contained within the Subject Property have been built and conveyed to purchasers; (ii) three (3) months after seventy-five percent (75%) of the Units that may be ultimately built within the Subject Property have been built and conveyed to purchasers; or (iii) four (4) years after the Declaration is recorded in the Public Records of the county in which the Subject Property is located.

2.02 Thereafter, Declarant shall have the right to appoint a majority of the Directors until such time as (i) seventy-five percent (75%) of the Units to be constructed within the Subject Property have actually been constructed, and (ii) seventy-five percent (75%) of the Units to be constructed within each parcel of Property which is or to be subject to the jurisdiction of a Homeowners' Association Member have been constructed and conveyed to purchasers, or until four (4) years after the Declaration is recorded in the public records of the county in which the Subject Property is located, whichever occurs first.

2.03 Thereafter, Members other than Declarant shall have the right to elect a majority of the Directors, and Declarant shall have the right to appoint all other Directors so long as Declarant owns any Property, or holds a mortgage encumbering any Property other than a Unit.

2.04 Thereafter, Declarant shall no longer have the right to appoint any Directors.

3. All of the duties and powers of the Master Association existing under Chapter 617 of the Florida Statutes, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board, its agents, contractors or employees, subject to approval by the Members only when specifically required.

4. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws, however, any Director appointed by the Declarant may only be removed by the Declarant, and any vacancy on the Board shall be appointed by the Declarant if, at the time such vacancy is to be filled, the number of remaining Directors appointed by the Declarant is less than the maximum number of Directors which may, at that time, be appointed by the Declarant as set forth above.

THIS IS NOT A CERTIFIED COPY

OFF. REC. 759776 892

5. The names and addresses of the Directors who shall hold office until their successors are elected or appointed, or until removed, are as follows:

Ed Andrews	7402 N. 56th Street, Suite 500 Temple Terrace, Florida 33617
Michael M. McArtor	One Mellon Bank Center, Room 4850 Pittsburgh, Pennsylvania 15258-0001
Jo-Ann Pilawski	7402 N. 56th Street, Suite 500 Temple Terrace, Florida 33617

ARTICLE VI OFFICERS

The officers of the Master Association shall be a President, Vice President, Secretary, Treasurer and such other officers as the Board may from time to time by resolution create. The officers shall serve as the pleasure of the Board, and the By-Laws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the Board are as follows:

President:	Michael M. McArtor
Vice President:	Ed Andrews
Secretary/Treasurer:	Jo-Ann Pilawski

ARTICLE VII INDEMNIFICATION

1. The Master Association shall indemnify any person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, officer or agent of the Master Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Master Association; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Master Association unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or

THIS IS NOT A

CERTIFIED COPY OFF REC 7597PG 893

not opposed to, the best interest of the Master Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

2. To the extent that a Director, officer, employee or agent of the Master Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

3. Any indemnification under Paragraph 1 above (unless ordered by a court) shall be made by the Master Association only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Paragraph 1 above. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in written opinion, or (c) by a majority of the Members.

4. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Master Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Master Association as authorized in this Article.

5. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any By-Law, agreement vote of Members or otherwise; and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

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

ARTICLE VIII BY-LAWS

The first By-Laws shall be adopted by the Board, and may be altered, amended or rescinded in the manner provided by the By-Laws.

THIS IS NOT A
CERTIFIED COPY OFF. REC. 7597PG 894

**ARTICLE IX
AMENDMENTS**

Amendments to these Articles shall be proposed and adopted in the following manner:

1. A majority of the Board shall adopt a resolution setting forth the proposed amendment in directing that it be submitted to a vote at a meeting of the Members, which may be the annual or a special meeting.

2. Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each Member entitled to vote thereon within the time and in the manner provided in the By-Laws for the giving of notice of meeting of Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

3. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the entire membership of the Association.

4. Any number of amendments may be submitted to the Members and voted upon by them at any one meeting.

5. If all of the Directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though the above requirements have been satisfied.

6. In addition to the above, so long as Declarant appoints a majority of the Directors of the Master Association, Declarant shall be entitled to unilaterally amend these Articles and the By-Laws. Furthermore, no amendment shall make any changes which would in any way affect any of the rights, privileges, power or options herein provided in favor of, or reserved to, Declarant, unless Declarant joins in the execution of the amendment.

7. Upon the approval of an amendment to these Articles, Articles of Amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the county in which the Subject Property is located.

8. If any mortgage encumbering any Unit is guaranteed or insured by the Federal Housing Administration or by the Veterans Administration, then the following action made by Declarant, or made by the Members, prior to the completion of 75% of all of the Units which may be built within the Subject Property, must be approved by either such agency: any annexation of additional properties; any merger, consolidation, or dissolution of the Master Association; any mortgaging of any Common Area; and any amendment to these Articles or the By-Laws, if such amendment materially and adversely affects the Members or materially and adversely affects the general scheme of development created by the Declaration, provided however such approval shall specifically not be required where the amendment is made to correct errors or omissions, or is required to comply with the requirements of any Institutional Lender,

THIS IS NOT A CERTIFIED COPY

OFF. REC. 759776 895

or is required by any governmental authority. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any amendment to Declarant or to the Master Association within 20 days after a request for such approval is delivered to the agency by certified mail, return receipt requested or equivalent delivery, and such approval shall be conclusively evidenced by a certificate of Declarant or the Master Association that the approval was given or deemed given.

ARTICLE X TERM

The Master Association shall have perpetual existence.

ARTICLE XI INCORPORATOR

The name and street address of the incorporator is: APU CROSS CREEK, INC., a Florida corporation, 7402 N. 56th Street, Suite 500, Temple Terrace, Florida 33617, ATTN: Ed Andrews, Vice President.

ARTICLE XII INITIAL REGISTERED OFFICE ADDRESS AND NAME OF INITIAL REGISTERED AGENT

The street address of the initial registered office of the Master Association is: c/o APU Cross Creek, Inc., 7402 N. 56th Street, Suite 500, Temple Terrace, Florida, 33617, ATTN: Ed Andrews, Vice President. The initial registered agent of the Association at that address is APU CROSS CREEK, INC., a Florida corporation.

ARTICLE XIII DISSOLUTION

The Master Association may be dissolved as provided by law, provided that any such dissolution shall require the consent of all of the Members, and shall also require the consent of the South Florida Water Management District, or any successor governmental authorities. In the event of dissolution or final liquidation of the Master Association, the assets, both real and personal of the Master Association, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Master Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Master Association. No such disposition of Master Association properties shall be effective to divest or diminish any right or

THIS IS NOT A
CERTIFIED COPY

DEF. REC. 759770 896

title of any Member vested under the Declaration unless made in accordance with the provisions of such Declaration.

IN WITNESS WHEREOF, the incorporator and the initial registered agent have executed these Articles.

WITNESSES:

(Signature of Witness)

(Print Name of Witness)

(Signature of Witness)

(Print Name of Witness)

APU CROSS CREEK, INC.,
a Florida corporation

BY: _____
MICHAEL M. MCARTOR

ITS: President

"INCORPORATOR"

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing Articles of Incorporation were acknowledged before me this _____ day of November, 1994, by Michael M. McArtor, President of APU Cross Creek, Inc., a Florida corporation, on behalf of the corporation, as incorporator and as registered agent.

NOTARY PUBLIC (Signature)

My Commission Expires:

THIS IS NOT A CERTIFIED COPY

OFF. REC. 7597PG 897

**CERTIFICATE DESIGNATING PLACE OF BUSINESS
FOR THE SERVICE OF PROCESS WITHIN THE
STATE OF FLORIDA AND NAMING AGENT
UPON WHOM SERVICE OF PROCESS MAY BE MADE**

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted:

CROSS CREEK II MASTER ASSOCIATION, INC., a desiring to organize under the laws of the State of Florida with its principal office as indicated in Article XII of the Articles of Incorporation in the City of Tampa, Florida has named APU Cross Creek, Inc., a Florida corporation, c/o 7402 N. 56th Street, Suite 500, Temple Terrace, Florida 33617, ATTN: Ed Andrews, Vice President as its agent to accept service of process within the State of Florida.

ACKNOWLEDGMENT

Having been named to accept service of process for CROSS CREEK II MASTER ASSOCIATION, INC., at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Act relative to keeping open said office.

DATED this ____ day of November, 1994.

APU CROSS CREEK, INC.,
a Florida corporation

BY: _____
ED ANDREWS
ITS: Vice President

THIS IS NOT A CERTIFIED COPY

EXHIBIT "C"

BY-LAWS
OF
CROSS CREEK II MASTER ASSOCIATION, INC.
a Florida not-for-profit corporation

OFF. 7597PG 898
REC.

ARTICLE I

GENERAL

1.01 Identity. These are the BY-LAWS OF CROSS CREEK II MASTER ASSOCIATION, INC., a not-for-profit corporation, hereinafter referred to as the "MASTER ASSOCIATION", a not-for-profit corporation formed under the laws of the State of Florida. The MASTER ASSOCIATION has been organized for the purposes stated in the Articles of Incorporation, and shall have all of the powers provided in these BY-LAWS, the Articles of Incorporation, the Master Declaration for Cross Creek II (hereinafter referred to as the "DECLARATION"), and any other statute or law of the State of Florida, or any other power incident to any of the above powers.

1.02 Principal Office. The principal office of the MASTER ASSOCIATION shall be at such place as the BOARD may determine from time to time.

1.03 Fiscal Year. The fiscal year of the MASTER ASSOCIATION shall be the calendar year.

1.04 Seal. The seal of the MASTER ASSOCIATION shall have inscribed upon it the name of the MASTER ASSOCIATION, the year of its incorporation and the words "Corporation Not-for-Profit". Said seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the MASTER ASSOCIATION.

1.05 Inspection of Books and Records. The records of the MASTER ASSOCIATION shall be open to inspection by the MEMBERS, the owner of any PROPERTY, and all holders, insurers, or guarantors of any first mortgage encumbering any PROPERTY, upon request, during normal business hours or under other reasonable circumstances. Such records of the MASTER ASSOCIATION shall include current copies of the DECLARATION, ARTICLES, BY-LAWS, any Rules and Regulations of the MASTER ASSOCIATION. The MASTER ASSOCIATION shall be required to make available to perspective purchasers of any PROPERTY or UNIT current copies of the MASTER DECLARATION, ARTICLES and BY-LAWS, and the most recent annual financial statement of the MASTER ASSOCIATION.

THIS IS NOT A CERTIFIED COPY

ARTICLE II

MEMBERSHIP IN GENERAL

OFF: 7597PG 899
REC:

2.01 Qualification. The qualification of MEMBERS, the manner of their admission to membership and the termination of such membership shall be as set forth in the ARTICLES.

2.02 Changes in MEMBERS. Change of membership in the MASTER ASSOCIATION shall be as provided in the ARTICLES.

2.03 Member Register. The secretary of the MASTER ASSOCIATION shall maintain a register in the office of the MASTER ASSOCIATION. Each HOMEOWNERS' ASSOCIATION MEMBER shall at all times advise the secretary of the names of the officers and directors of HOMEOWNERS' ASSOCIATION MEMBER, and of the number of UNITS within the PROPERTY subject to the jurisdiction of the HOMEOWNERS' ASSOCIATION MEMBER. Furthermore, upon request from the MASTER ASSOCIATION, the HOMEOWNERS' ASSOCIATION MEMBER shall supply the MASTER ASSOCIATION with a current list of the names and addresses of OWNERS of UNITS or PROPERTY subject to the jurisdiction of the HOMEOWNERS' ASSOCIATION. Each OWNER MEMBER shall at all time advise the secretary of any change of address of the MEMBER, of any change of ownership of the MEMBER'S UNITS or PROPERTY, and of any change in the UNITS within the MEMBER'S PROPERTY. The MASTER ASSOCIATION shall not be responsible for reflecting any changes, until notified of such changes in writing. Any mortgagee of any PROPERTY may register by notifying the MASTER ASSOCIATION in writing of its mortgage. In the event the ASSOCIATION files a claim of lien which affects any PROPERTY encumbered by the mortgage of a registered mortgagee, a copy of the claim of lien shall be mailed to the registered mortgagee.

ARTICLE III

MEMBERSHIP VOTING

3.01 Voting Rights. There shall be one vote for each UNIT and Planned Unit as provided in the DECLARATION and the ARTICLES.

3.02 Majority Vote and Quorum Requirements. The acts approved by fifty-one percent (51%) of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all MEMBERS and UNIT OWNERS for all purposes, except where otherwise provided by law, in the DECLARATION, the ARTICLES or in these BY-LAWS. Unless otherwise so provided, at any regular or special meeting, the presence in person or by proxy of persons entitled to cast a majority of the votes of the entire membership at the time of such vote shall constitute a quorum.

3.03 Determination as to Voting Rights.

3.03.01 Owner Members. If the PROPERTY associated with the membership of an OWNER MEMBER is owned by more than one individual or by an entity,

THIS IS NOT A
CERTIFIED COPY

OFF. REC. 7597 PG 900

the votes for the UNITS within the PROPERTY of the OWNER MEMBER may be cast at any meeting by any co-owner of the PROPERTY, but if when the vote is to be cast, a dispute arises between the co-owners as to how the vote will be cast, they shall lose the right to cast the votes of the OWNER MEMBER on the matter being voted upon, but their vote shall continue to be counted for purposes of determining the existence of a quorum. For purposes of this Paragraph, the principals or partners of any entity (other than a corporation) shall be deemed co-owners, and the Directors and officers of a corporation shall be deemed co-owners.

3.03.02 Homeowner's Association Member. The board of directors of the HOMEOWNERS' ASSOCIATION shall designate a person (the "REPRESENTATIVE") to act on behalf of the HOMEOWNERS' ASSOCIATION at all MEMBERS' meetings of the MASTER ASSOCIATION. The REPRESENTATIVE shall be designated by certificate signed by the president or vice president of the HOMEOWNERS' ASSOCIATION, and filed with the Secretary of the MASTER ASSOCIATION. The person designated by such certificate, in the absence of a revocation of same, shall conclusively be deemed to be the person entitled to cast the votes for the HOMEOWNERS' ASSOCIATION MEMBER at any meeting. In the absence of such certificate, or in the event the person designated in such certificate does not appear in person or by proxy at any meeting, the votes of the HOMEOWNERS' ASSOCIATION MEMBER may be cast at any meeting by the president, vice president, secretary, or treasurer, in that order, of the HOMEOWNERS' ASSOCIATION MEMBER.

3.04 Proxies. Every OWNER MEMBER or REPRESENTATIVE of a HOMEOWNERS' ASSOCIATION MEMBER entitled to vote at a meeting of the MEMBERS, or to express consent or dissent without a meeting, may authorize another person to act on the MEMBER'S or REPRESENTATIVE'S behalf by a proxy signed by such MEMBER or REPRESENTATIVE or their respective attorney-in-fact. Any such proxy shall be delivered to the Secretary of the MASTER ASSOCIATION, or the person acting as secretary at the meeting, at or prior to the time designated in the order of business for so delivering such proxies. No proxy shall be valid after the expiration of eleven (11) months from the date thereof, unless otherwise provided in the proxy. Every proxy shall be revocable at any time at the pleasure of the MEMBER or REPRESENTATIVE executing it. Any proxy issued by a REPRESENTATIVE of a HOMEOWNERS' ASSOCIATION MEMBER may only authorize a director or officer of the HOMEOWNERS' ASSOCIATION to act on the REPRESENTATIVE'S behalf.

ARTICLE IV MEMBERSHIP MEETINGS

4.01 Who May Attend. As to a HOMEOWNERS' ASSOCIATION MEMBER, its REPRESENTATIVE, and any of its directors or officers, may attend any meeting of the MEMBERS. As to an OWNER MEMBER, any person entitled to cast the votes of the OWNER MEMBER, and in the event any UNIT or PROPERTY is owned by more than one PERSON, all co-owners of the UNIT or PROPERTY, as described in Paragraph 3.03.01, may attend any meeting of the MEMBERS. However, the votes of any MEMBER shall be cast in accordance with the provisions of Article 3 above. Any PERSON not expressly authorized to attend a meeting of the MEMBERS, as set forth above, may be excluded from any meeting of the

THIS IS NOT A CERTIFIED COPY

OFF. REC. 75978 901

MEMBERS by the presiding officer of the meeting. INSTITUTIONAL LENDERS have the right to attend all meetings of the MEMBERS.

4.02 Place. All meetings of the MEMBERS shall be held at the principal office of the MASTER ASSOCIATION or at such other place and at such time as shall be designated by the BOARD and stated in the notice of meeting.

4.03 Notices. Written notice stating the place, day and hour of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each MEMBER not less than 10 nor more than 60 days before the date of the meeting, by or at the direction of the President, the Secretary or the officer or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the MEMBER at the MEMBER'S address as it appears on the records of the MASTER ASSOCIATION, unless such MEMBER shall have filed a written request with the Secretary of the MASTER ASSOCIATION stating that notices to him be mailed to some other address. For the purpose of determining MEMBERS entitled to notice of, or to vote at, any meeting of the MEMBERS of the MASTER ASSOCIATION, or in order to make a determination of the MEMBERS for any other purpose, the BOARD shall be entitled to rely upon the MEMBER register as same exists ten (10) days prior to the giving of the notice of any meeting, and the BOARD shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. Notwithstanding the foregoing, if the PROPERTY of an OWNER MEMBER is owned by more than one person or by an entity, only one notice shall be required to be sent with respect to the OWNER MEMBER, which shall be made to the person designated in the certificate referred to in Paragraph 3.03.02, and in the absence of such certificate, may be made to any one co-owner as defined in Paragraph 3.03.01 of these BY-LAWS. Notice to a HOMEOWNERS' ASSOCIATION MEMBER shall be made to its REPRESENTATIVE, and in the absence of REPRESENTATIVE shall be sent to the president of the HOMEOWNERS' ASSOCIATION.

4.04 Waiver of Notice. Whenever any notice is required to be given to any MEMBER under the provisions of the ARTICLES or these BY-LAWS, or as otherwise provided by law, a waiver thereof in writing signed by the PERSON or PERSONS entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a MEMBER at a meeting shall constitute a waiver of notice of such meeting, except when the MEMBER objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

4.05 Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business shall be held at eight o'clock p.m. on the third Monday in March of each year, or at such other time in the months of March or April of each year as shall be selected by the BOARD and as is contained in the notice of such meeting. If the BOARD fails to call such meeting by the end of March of any year, then within thirty (30) days after the written request of any MEMBER, Officer or Director of the MASTER ASSOCIATION, the Secretary shall call an annual meeting. During the period when DECLARANT appoints a majority of the directors, no annual meetings will be required.

THIS IS NOT A CERTIFIED COPY

DEC. 759776 902
REC.

4.06 Special Meetings. Special meetings of the MEMBERS may be requested at any time by written notice to the Secretary by any Director, the President, or any MEMBER(S) having not less than 25% of the votes of the entire membership, or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting shall be given by the Secretary, or other officer of the MASTER ASSOCIATION, to all of the MEMBERS within thirty (30) days after same is duly requested, and the meeting shall be held within forty-five (45) days after same is duly requested.

4.07 Adjournments. Any meeting may be adjourned or continued by a majority of the votes present at the meeting in person or by proxy, regardless of a quorum, or if no MEMBER entitled to vote is present at a meeting, then any officer of the MASTER ASSOCIATION, may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to MEMBERS not present at the original meeting, without giving notice to the MEMBERS which were present at such meeting.

4.08 Organization. At each meeting of the MEMBERS, the President, the Vice President, or any person chosen by a majority of the MEMBERS present, in that order, shall act as chairman of the meeting. The Secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting shall act as Secretary of the meeting.

4.09 Order of Business. The order of business at the annual meetings of the MEMBERS shall be:

- 4.09.01 Determination of chairman of the meeting;
- 4.09.02 Calling of the role and certifying of proxies;
- 4.09.03 Proof of notice of meeting or waiver of notice;
- 4.09.04 Reading and disposal of any unapproved minutes;
- 4.09.05 Election of inspectors of election;
- 4.09.06 Determination of number of Directors;
- 4.09.07 Nomination and election of Directors;
- 4.09.08 Reports of Directors, officers or committees;
- 4.09.09 Unfinished business;

THIS IS NOT A
CERTIFIED COPY

OFF. REC. 7597 PG 903

4.09.10 New business; and

4.09.11 Adjournment.

4.10 Minutes. The minutes of all meetings of the MEMBERS shall be kept in a book available for inspection by the MEMBERS or their authorized REPRESENTATIVES, and the members of the BOARD, at any reasonable time. The MASTER ASSOCIATION shall retain these minutes for a period of not less than seven (7) years.

4.11 Actions Without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the MEMBERS of the MASTER ASSOCIATION, may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the MEMBERS having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all MEMBERS entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those MEMBERS who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. As to OWNER MEMBERS, if the UNIT(S) for which membership is established in the MASTER ASSOCIATION is owned by more than one person or by an entity, the consent for such UNIT(S) need only be signed by one person who would be entitled to cast the vote(s) for the UNIT(S) as a co-owner pursuant to Paragraph 3.03.01 of these BY-LAWS. As to a HOMEOWNERS' ASSOCIATION MEMBER, such consent may be signed by the REPRESENTATIVE or by the President of the HOMEOWNERS' ASSOCIATION MEMBER.

ARTICLE V BOARD.

5.01 Number of Directors.

5.01.01 The affairs of the MASTER ASSOCIATION shall be managed by a BOARD comprised of not less than three nor more than eleven Directors. So long as the DECLARANT is entitled to appoint any Director pursuant to the ARTICLES, the number of Directors will be determined, and may be changed from time to time, by the DECLARANT by written notice to the BOARD. In the absence of such notification, there shall be three (3) directors.

5.01.02 Except as provided above, the MEMBERS shall elect Directors at the annual MEMBERS' meetings, unless a special meeting of the MEMBERS is called in order to fill a vacancy on the BOARD as provided in Paragraphs 5.15.02 and 5.16 below.

5.01.03 Notwithstanding the foregoing, in no event shall there be less than three (3) Directors, and the number of Directors shall always be an odd number, and in any event the MEMBERS shall not have the right to change the number of Directors so long as the DECLARANT has the right to determine the number of Directors as set forth above.

5.02 Election of Directors by Members. Election of Directors to be elected by the MEMBERS of the MASTER ASSOCIATION shall be conducted in the following manner:

THIS IS NOT A CERTIFIED COPY

OFF. REC. 7597PG 904

5.02.01 At any time after the DECLARANT no longer has the right to appoint one or more Directors or upon the earlier voluntary relinquishment by the DECLARANT of its right to appoint any or all Director(s), a special meeting of the MEMBERS may be called to elect new Directors. In the absence of such a meeting, the Directors appointed by the DECLARANT may continue to serve until the next annual meeting of the MEMBERS. In the event such a special meeting is called and held, and Directors are elected by the MEMBERS, at such special meeting the MEMBERS may elect to not hold the next annual meeting of the MEMBERS if such next annual meeting is less than six (6) months after the date of the special meeting. Upon such election, the next annual meeting shall not be held.

5.02.02 Except as provided above, the MEMBERS shall elect Directors at the annual MEMBERS' meetings, unless a special meeting of the MEMBERS is called in order to fill a vacancy on the BOARD as provided in Paragraphs 5.15.02 and 5.16 below.

5.02.03 Prior to any special or annual meeting at which Directors are to be elected by the MEMBERS, the existing BOARD may nominate a committee, which committee shall nominate one PERSON for each Director to be elected by the MEMBERS, on the basis that the number of Directors to serve on the BOARD will not be altered at the MEMBERS' meeting. Nominations for additional directorships created at the meeting may be made from the floor, and other nominations may be made from the floor.

5.02.04 The election of Directors by the MEMBERS shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each MEMBER voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

5.02.05 Except with respect to Directors appointed by the DECLARANT, until such time as one (1) Director is elected from each HOMEOWNERS' ASSOCIATION, no two (2) Directors shall be elected or appointed from any one (1) HOMEOWNERS' ASSOCIATION, unless (i) no person from another HOMEOWNERS' ASSOCIATION is nominated at a meeting to elect Directors, or (ii) no person nominated from another HOMEOWNERS' ASSOCIATION is able or willing to serve. For purposes of this Paragraph, a Director who is a member, officer, director or REPRESENTATIVE of a HOMEOWNERS' ASSOCIATION shall be deemed to be "elected from the HOMEOWNERS' ASSOCIATION."

5.03 Staggering of Directors and Term of Office. All Directors elected by the MEMBERS shall be assigned a number, starting with the number one (1) and continuing consecutively for each Director elected by the MEMBERS. Directors assigned an odd number shall be elected at the annual meeting occurring during an odd numbered year, and Directors assigned an even number shall be elected at the annual meeting occurring during an even numbered year. Directors elected by the MEMBERS shall hold office until their successors are duly elected, or until such Director's death, resignation or removal, as hereinafter provided or as otherwise provided by statute or by the ARTICLES.

5.04 Organizational Meeting. The newly elected BOARD shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten days of same at such place and time as shall be fixed by the Directors

THIS IS NOT A CERTIFIED COPY

OFF. REC. 759716 905

at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

5.05 Regular Meetings. Regular meetings of the BOARD may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

5.06 Special Meetings. Special meetings of the BOARD shall be given by the Secretary, or by any other officer or Director, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each Director and each MEMBER either personally or by telephone or telegraph, at least 24 hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, at least three (3) days before the day on which such meeting is to be held. Notice of a meeting of the BOARD need not be given to any Director or MEMBER who signs a waiver of notice either before or after the meeting. Attendance of a Director or a MEMBER at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place, the time or the manner in which the meeting has been called or convened, except when a Director or a MEMBER states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the BOARD need be specified in any notice or waiver of notice of such meeting.

5.07 Attendance at BOARD Meetings. All meetings of the BOARD shall be open to all MEMBERS and INSTITUTIONAL LENDERS. A Director may appear at a BOARD meeting by telephone conference, but in that event a telephone speaker shall be attached so that any discussion may be heard by the Directors and any MEMBERS present as in an open meeting.

5.08 Quorum and Manner of Acting. A majority of the BOARD determined in the manner provided in these BY-LAWS shall constitute a quorum of the transaction of any business at a meeting of the Directors. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the BOARD, unless the act of greater number of Directors is required by statute, the DECLARATION, the ARTICLES or by these BY-LAWS.

5.09 Adjourned Meeting. A majority of the Directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the Board to another place and time. Notice of any such adjourned meeting shall be given to the Directors and MEMBERS who are not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other Directors and MEMBERS.

5.10 Presiding Officer. The presiding officer of the Directors' meetings shall be the Chairman of the BOARD if such an officer is elected; and if none, the President of the MASTER ASSOCIATION shall preside if the President is a Director. In the absence of the presiding officer, the Directors shall designate one of their members to preside.

5.11 Order of Business. The order of business at a Directors' meeting shall be:

5.11.01 Calling of role;

THIS IS NOT A CERTIFIED COPY

OFF. REC. 7597PG 906

- 5.11.02 Proof of due notice of meeting;
- 5.11.03 Reading and disposal of any unapproved minutes;
- 5.11.04 Reports of officers and committees;
- 5.11.05 Election of officers;
- 5.11.06 Unfinished business;
- 5.11.07 New business; and
- 5.11.08 Adjournment.

5.12 Minutes of Meetings. The minutes of all meetings of the BOARD shall be kept in a book available for inspection by the MEMBERS of the MASTER ASSOCIATION, or their authorized REPRESENTATIVES, and the Directors at any reasonable time.

5.13 Committees. The BOARD may, by resolution duly adopted, appoint committees. Any committee shall have and may exercise such powers, duties and functions as may be determined by the BOARD from time to time, which may include any powers which may be exercised by the BOARD and which are not prohibited by law from being exercised by a committee.

5.14 Resignation. Any Director of the MASTER ASSOCIATION may resign at any time by giving written notice of his resignation to the BOARD or Chairman of the BOARD or the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.15 Removal of Directors. Directors may be removed as follows:

5.15.01 Any Director other than a Director appointed by the DECLARANT may be removed by a majority vote of the remaining Directors, if such Director has been absent for the last three consecutive Directors' Meetings, and/or adjournments and continuances of such meetings.

5.15.02 Any Director other than a Director appointed by the DECLARANT may be removed with or without cause by MEMBERS having a majority of the votes of the entire membership at a special meeting of the MEMBERS called by MEMBERS having not less than thirty-three and one-third percent (33-1/3 %) of the votes of the entire membership expressly for that purpose. The vacancy on the BOARD caused by any such removal may be filled by the MEMBERS at such meeting or, if the MEMBERS shall fail to fill such vacancy, by the BOARD as in the case of any other vacancy on the BOARD, subject to the requirements of Paragraph 5.02.05.

THIS IS NOT A CERTIFIED COPY

OFF. REC. 759776 907

5.16 Vacancies. Subject to the requirements of Paragraph 5.02.05, vacancies in the BOARD may be filled by a majority vote of the Directors then in office, though less than quorum, or by a sole remaining Director, and the Director so chosen shall hold office until the next annual election and until their successors are duly elected and shall have qualified, unless sooner displaced. If there are n Directors in office, then a special election of the MEMBERS shall be called to elect the Directors. Notwithstanding anything contained herein to the contrary, the DECLARANT at all times shall have the right to appoint the maximum number of Directors permitted by the ARTICLES, and any vacancies in the BOARD may be filled by the DECLARANT to the extent that the number of Directors then serving on the BOARD which were appointed by the DECLARANT is less than the number of Directors the DECLARANT is then entitled to appoint.

5.17 Directors Appointed by the DECLARANT. Notwithstanding anything contained herein to the contrary, the DECLARANT shall have the right to appoint the maximum number of Directors in accordance with the privileges granted to the DECLARANT pursuant to the ARTICLES. All Directors appointed by the DECLARANT shall serve at the pleasure of the DECLARANT, and the DECLARANT shall have the absolute right, at any time, and in its sole discretion, to remove any Director appointed by it, and to replace such Director with another PERSON to serve on the BOARD. Replacement of any Director appointed by the DECLARANT shall be made by written notice to the MASTER ASSOCIATION which shall specify the name of the PERSON designated as successor Director. The removal of any Director and the designation of his successor by the DECLARANT shall become effective immediately upon delivery of such written instrument by the DECLARANT. The DECLARANT may waive its right to appoint one or more Directors which it has the right to appoint at any time upon written notice to the MASTER ASSOCIATION, and thereafter such Director(s) shall be elected by the MEMBERS.

5.18 Compensation. The Directors shall not be entitled to any compensation for serving as Directors unless the MEMBERS approve such compensation, provided however, the MASTER ASSOCIATION may reimburse any Director for expenses incurred on behalf of the MASTER ASSOCIATION without approval by the MEMBERS.

5.19 Powers and Duties. The Directors shall have the right to exercise all of the powers and duties of the MASTER ASSOCIATION, express or implied, existing under these BY-LAWS, the ARTICLES, the DECLARATION, or as otherwise provided by statute or law. Such powers and duties of the Directors shall include, without limitation (except as limited elsewhere herein), the following:

5.19.01 The operation, care, upkeep and maintenance of the COMMON AREAS, and any other portion of the SUBJECT PROPERTY determined to be maintained by the BOARD.

5.19.02 The determination of the expenses required for the operation of the MASTER ASSOCIATION.

5.19.03 The collection of ASSESSMENTS for COMMON EXPENSES from MASTER ASSOCIATION MEMBERS required to pay same.

THIS IS NOT A CERTIFIED COPY

OFF. REC. 759716-908

- 5.19.04** The employment and dismissal of personnel.
- 5.19.05** The adoption and amendment of rules and regulations covering the details of the operation and use of PROPERTY owned and/or maintained by the MASTER ASSOCIATION.
- 5.19.06** Maintaining bank accounts on behalf of the MASTER ASSOCIATION and designation signatories required therefor.
- 5.19.07** Obtaining and reviewing insurance for PROPERTY owned and/or maintained by the MASTER ASSOCIATION.
- 5.19.08** The making of repairs, additions and improvements to, or alterations of, PROPERTY owned and/or maintained by the MASTER ASSOCIATION.
- 5.19.09** Borrowing money on behalf of the MASTER ASSOCIATION; provided, however, that (i) the consent of the MEMBERS having at least two-thirds (2/3) of the votes of the entire membership, obtained at a meeting duly called and held for such purpose in accordance with the provisions of the BY-LAWS, shall be required for the borrowing of any sum in excess of \$50,000.00; and (ii) no lien to secure repayment of any sum borrowed may be created on any PROPERTY without the consent of the OWNER of such PROPERTY.
- 5.19.10** Contracting for the management and maintenance of PROPERTY owned and/or maintained by the MASTER ASSOCIATION authorizing a management agent or company to assist the MASTER ASSOCIATION in carrying out its powers and duties by performing such functions as the submission of proposals, collection of ASSESSMENTS, preparation of records, enforcement of rules, and maintenance, repair and replacement of the COMMON AREAS with funds as shall be made available by the MASTER ASSOCIATION for such purposes. The MASTER ASSOCIATION and its officers shall, however, retain at all times the powers and duties granted by all MASTER ASSOCIATION documents and the DECLARATION, including, but not limited to, the making of ASSESSMENTS, promulgation of rules, and execution of contracts on behalf of the MASTER ASSOCIATION.
- 5.19.11** Exercising all powers specifically set forth in the DECLARATION, the ARTICLES, these BY-LAWS, and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.
- 5.19.12** Entering into and upon any portion of the SUBJECT PROPERTY, including UNITS, when necessary to maintain, care and preserve any PROPERTY in the event the respective HOMEOWNERS' ASSOCIATION or OWNER fails to do so.
- 5.19.13** Collecting delinquent ASSESSMENTS by suit or otherwise, abating nuisances, and enjoining or seeking damages from the MEMBERS and/or OWNERS for violations of these BY-LAWS and the terms and conditions of the DECLARATION or of the Rules and Regulations of the MASTER ASSOCIATION.

THIS IS NOT A
CERTIFIED COPY

OFF REC: 759776 909

5.19.14 Acquiring and entering into agreements whereby the MASTER ASSOCIATION acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, whether or not contiguous to the lands operated by the MASTER ASSOCIATION, intended to provide for the enjoyment, recreation, or other use and benefit of the MEMBERS and/or OWNERS and declaring expenses in connection therewith to be COMMON EXPENSES; all in such form and in such ASSOCIATION; and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in corporation owning land.

ARTICLE VI OFFICERS

6.01 Members and Qualification. The officers of the MASTER ASSOCIATION shall include a President, Vice President, a Treasurer and a Secretary, all of whom shall be elected by the Directors of the MASTER ASSOCIATION and may be preemptively removed from office with or without cause by vote of the Directors at any meeting by concurrence of a majority of the Directors. Any person may hold two or more offices except that the President shall not also be the Secretary. The BOARD may, from time to time, elect such other officers and designate their powers and duties as the BOARD shall find to be appropriate to manage the affairs of the MASTER ASSOCIATION from time to time. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these BY-LAWS.

6.02 Resignations. Any officer of the MASTER ASSOCIATION may resign at any time by giving written notice of his resignation to any Director, the President or the Secretary. Any such resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

6.03 Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause may be filled for the unexpired portion of the term of the office which shall be vacant in the manner pre-described in these BY-LAWS for the regular election or appointment of such office.

6.04 The President. The President shall be the chief executive officer of the MASTER ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of president of an association or corporation including, but not limited to, the power to appoint committees from among the MEMBERS from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the MASTER ASSOCIATION.

6.05 The Vice President. The Vice President shall, in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also assist the President generally and exercise such other powers and perform such other duties as may be prescribed by the BOARD.

THIS IS NOT A
CERTIFIED COPY

OFF. REC. 7597PG 910

6.06 The Secretary. The Secretary shall prepare and keep the minutes of all proceedings of the Directors and the MEMBERS. He shall attend to the giving and serving of all notices to the MEMBERS and Directors and other notices required by law. He shall have custody of the seal of the MASTER ASSOCIATION and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the MASTER ASSOCIATION, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association, and as may be required by the BOARD or the President.

6.07 The Treasurer. The Treasurer shall have custody of all property of the MASTER ASSOCIATION, including funds, securities, and evidences of indebtedness. He shall keep books of account for the MASTER ASSOCIATION in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the BOARD for examination at reasonable times. He shall submit a Treasurer's Report to the BOARD at reasonable intervals and shall perform all other duties incident to the office of treasurer. He shall collect all ASSESSMENTS and shall report promptly to the BOARD the status of collections.

6.08 Compensation. The officers of the MASTER ASSOCIATION shall not be entitled to compensation unless the BOARD specifically votes to compensate them. However, neither this provision, nor the provision that Directors will not be compensated unless otherwise determined by the MEMBERS, shall preclude the BOARD from employing a Director or an officer as an employee of the MASTER ASSOCIATION and compensating such employee, nor shall they preclude the MASTER ASSOCIATION from contracting with a Director for the management of PROPERTY subject to the jurisdiction of the MASTER ASSOCIATION, or for the provision of services to the MASTER ASSOCIATION, and in either such event to pay such Director a reasonable fee for such management or provision of services.

ARTICLE VII FINANCES AND ASSESSMENTS

7.01 Adoption of the Budget.

7.01.01 Not less than sixty days prior to the commencement of any calendar year of the MASTER ASSOCIATION, the BOARD shall adopt a budget for such calendar year, necessary to defray the COMMON EXPENSES of the MASTER ASSOCIATION for such calendar year. The COMMON EXPENSES of the MASTER ASSOCIATION shall include all expenses of any kind or nature whatsoever incurred, or to be incurred, by the MASTER ASSOCIATION for the operation of the PROPERTY owned and/or operated by the MASTER ASSOCIATION, and for the proper operation of the MASTER ASSOCIATION itself, including, but not limited to, the expenses of the operation, maintenance, repair, or replacement of the COMMON AREAS; costs of carrying out the powers and duties of the MASTER ASSOCIATION; all insurance premiums and expenses, including fire insurance and extended coverage; reasonable reserves for purchases, deferred maintenance, replacements, betterments, and unknown contingencies; and all other expenses designated as COMMON EXPENSES by these BY-LAWS, the DECLARATION, the ARTICLES, or any other applicable statute or law of the State of Florida. If pursuant to any agreement entered into by the MASTER ASSOCIATION, any expense of the MASTER ASSOCIATION is to be shared with any PERSON(S), then the annual budget of the MASTER ASSOCIATION shall contain a separate

THIS IS NOT A
OFF. REC. 7597PG 911
CERTIFIED COPY

classification for such expense(s). In the event the BOARD fails to adopt an annual budget for any year, the prior year's budget shall remain in effect until a new budget is adopted or the existing budget is amended or revised.

7.01.02 If, after the adoption of any budget, it shall appear that the adopted budget is insufficient to provide adequate funds to defray the COMMON EXPENSES of the MASTER ASSOCIATION for the fiscal year in which the adopted budget applies to, the BOARD may adopt an amended budget to provide such funds. All of the above provisions shall apply to the adoption of an amended budget.

7.02 Assessments and Assessment Roll.

7.02.01 As soon as practicable after the adoption of a budget, or an amended budget, the BOARD shall fix and determine the amount and frequency of the MEMBERS' ASSESSMENTS for COMMON EXPENSES, pursuant to the DECLARATION, the ARTICLES and the BY-LAWS. Such ASSESSMENTS shall be due not more frequently than monthly, and shall each be in an amount no less than required to provide funds in advance for the payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Any periodic ASSESSMENTS for COMMON EXPENSES, whether quarterly, monthly or otherwise, shall be equal unless the BOARD determines unequal ASSESSMENTS are required to provide funds in advance for the expenses of the MASTER ASSOCIATION, or unless the BOARD changes the number of assessment units assigned to the MEMBERS as provided in the DECLARATION. As soon as practicable after the determination of the ASSESSMENTS for COMMON EXPENSES, the MASTER ASSOCIATION shall notify each MEMBER, in writing, of the amount, frequency and due date of such MEMBER'S ASSESSMENTS, provided, however, that no ASSESSMENT shall be due in less than ten (10) days from the date of such notification.

7.02.02 In the event the expenditure of funds by the MASTER ASSOCIATION is required that cannot be paid from the ASSESSMENTS for COMMON EXPENSES, the BOARD may make special ASSESSMENTS, which shall be levied in the same manner as hereinbefore provided for ASSESSMENTS for COMMON EXPENSES and shall be payable in the manner determined by the BOARD. Each MEMBER's share of any special ASSESSMENT shall be in the same proportion as the MEMBER's share of the ASSESSMENTS for COMMON EXPENSES.

7.02.03 The MASTER ASSOCIATION shall maintain an ASSESSMENT roll for each MEMBER, designating the name and current mailing address of the member, the amount of each ASSESSMENT payable by such MEMBER, the dates and amounts in which the ASSESSMENTS come due, the amounts paid upon the account of the MEMBER, and the balance due.

7.03 Depositories. The funds of the MASTER ASSOCIATION shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, Directors or other persons as may be designated by the BOARD.

THIS IS NOT A
OFF. REC. 7597PG 912
CERTIFIED COPY

7.04 Application of Payments and Commingling of Funds. All sums collected by the MASTER ASSOCIATION from ASSESSMENTS may be commingled in a single fund or divided into more than one fund, as determined by the BOARD.

7.05 Accounting Records and Reports. The MASTER ASSOCIATION shall maintain accounting records according to good accounting practices. The records shall be open to inspection by MEMBERS and all INSTITUTIONAL LENDERS, or their authorized representatives, at reasonable times. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) the assessment roll of the MEMBERS shall conduct a review of the accounts of the MASTER ASSOCIATION by a public accountant, and if such a review of the accounts of the MASTER ASSOCIATION by a public accountant, and if such a review is made, a copy of the report shall be made available to each MEMBER and INSTITUTIONAL LENDER, upon written request to the MASTER ASSOCIATION.

**ARTICLE VIII
PARLIAMENTARY RULES.**

8.01 Roberts' Rules of Order (latest edition) shall govern the conduct of the MASTER ASSOCIATION meetings when not in conflict with the DECLARATION, the ARTICLES or these BY-LAWS.

**ARTICLE IX
AMENDMENTS**

Except as otherwise provided, these BY-LAWS may be amended in the following manner:

9.01 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

9.02 Initiation. A resolution to amend these BY-LAWS may be proposed by any Director, or by one or more of the MEMBERS or their authorized representatives.

9.03 Adoption of Amendments.

9.03.01 A resolution for the adoption of the proposed amendment shall be adopted either: (a) by a majority of all of the Directors of the MASTER ASSOCIATION; or (b) by MEMBERS having not less than a majority of the votes of the entire membership of the MASTER ASSOCIATION. Any amendment approved by the MEMBERS may provide that the BOARD may not further amend, modify or repeal such amendment.

9.03.02 Notwithstanding the foregoing, so long as DECLARANT appoints a majority of the directors of the MASTER ASSOCIATION, DECLARANT shall have the right to unilaterally amend these BY-LAWS without the joinder or approval of any Directors or any MEMBER.

9.04 No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of MEMBERS and the joinder of all record owners of

THIS IS NOT A CERTIFIED COPY

OFF. REC. 7597PG 913

mortgages upon the UNITS. No amendment shall be made that is in conflict with the DECLARATION, the ARTICLES or these BY-LAWS. So long as the DECLARANT owns any PROPERTY, or holds any mortgage encumbering any PROPERTY other than a UNIT, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the DECLARANT, unless the DECLARANT shall join in the execution of the amendment.

9.05 Execution and Recording. No modification of, or amendment to, these BY-LAWS shall be valid unless recorded in the public records of the county in which the SUBJECT PROPERTY is located.

9.06 Any amendment made by DECLARANT, and any amendment made by the MEMBERS prior to the completion of seventy-five percent (75%) of all of the UNITS which may be built within the SUBJECT PROPERTY, must be approved by the Federal Housing Administration or by the Veterans Administration if any mortgage encumbering any UNIT is guaranteed or insured by either such agency, if such amendment materially and adversely affects the MEMBERS, provided, however, such approval shall specifically not be required where the amendment is made to correct errors or omissions or is required to comply with the requirements of any INSTITUTIONAL LENDER, or is required by any governmental authority. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any amendment to DECLARANT or to the MASTER ASSOCIATION within twenty (20) days after a request for such approval is delivered to the agency by certified mail, return receipt requested or equivalent delivery, and such approval shall be conclusively evidenced by a certificate of DECLARANT or the MASTER ASSOCIATION that the approval was given or deemed given.

ARTICLE X RULES AND REGULATIONS

The BOARD may, from time to time, adopt, or amend previously adopted, Rules and Regulations concerning the use of the COMMON AREAS and concerning the use, operation and maintenance of other portions of the SUBJECT PROPERTY in order to further implement and carry out the intent of the DECLARATION, the ARTICLES, and these BY-LAWS. The BOARD shall make available to any MEMBER, upon request, a copy of the Rules and Regulations adopted from time to time by the BOARD.

ARTICLE XI MISCELLANEOUS.

11.01 Tenses and Genders. The use of any gender or of any tense in these BY-LAWS shall refer to all genders or to all tenses, wherever the context so requires.

11.02 Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

THIS IS NOT A
CERTIFIED COPY

OFF. REC. 7597PG 914

11.03 Conflicts. In the event of any conflict, any applicable Florida statute, the DECLARATION, the ARTICLES, these BY-LAWS, and the Rules and Regulations of the MASTER ASSOCIATION shall govern, in that order.

11.04 Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these BY-LAWS or the intent of any provisions hereof.

11.05 Waiver of Objections. The failure of the BOARD or any officers of the MASTER ASSOCIATION to comply with terms and provisions of the DECLARATION, the ARTICLES, or these BY-LAWS which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such defect shall be waived if it is not objected to by a MEMBER of the MASTER ASSOCIATION within thirty (30) days after the MEMBER is notified, or becomes aware, of the defect. Furthermore, if such defect occurs at a general or special meeting, the defect shall be waived as to all MEMBERS who received notice of the meeting and failed to object to such defect at the meeting.

The foregoing was adopted as the BY-LAWS of the MASTER ASSOCIATION at the First Meeting of the BOARD on the _____ day of November, 1994.

CROSS CREEK II MASTER ASSOCIATION, INC.,
a Florida not-for-profit corporation

BY: _____
ITS: President

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of November, 1994, by _____, as President of Cross Creek II Master Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He or she is personally known to me or has produced _____ as identification and did take an oath.

Notary Public - (Signature)

(Print Name of Notary Public)

My Commission Expires: