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Return to:  
This Instrument Prepared By:  
RONALD R. GOLLER, ESQ.  
Sorota & Zschau, P.A.  
Suite A  
2515 Countryside Blvd.,  
Clearwater, Florida 33515

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

WELLINGTON, PHASE I

U.S. HOME CORPORATION, a Delaware corporation (hereafter "Declarant"), being the owner in fee simple of all of that certain real property more particularly described as WELLINGTON, PHASE I, according to the Plat thereof as recorded in Plat Book 53 at Page 59, Public Records of Hillsborough County, Florida (hereafter "Property"), does hereby declare that the Property and all parts thereof are subject to the covenants, conditions and restrictions declared below which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot within the Property in order to maintain within the Property a residential area of high standard.

ARTICLE I

DEFINITIONS

JAMES F. TAYLOR, JR.  
CLERK CIRCUIT COURT  
RECORDING DEPT.  
HILLSBOROUGH CO.  
TAMPA, FL 33603

1.1 "Association" shall mean and refer to Wellington Homeowners' Association, Inc., a Florida corporation not for profit, its successors and assigns.

1.2 "Architectural Control Committee" or the "Committee" shall mean and refer to the person or persons designated from time to time to perform the duties of the Architectural Control Committee as set forth herein, and their successors and assigns.

1.3 "Articles" shall mean and refer to the Articles of Incorporation of the Association, including any and all amendments or modifications thereof.

1.4 "By-Laws" shall mean and refer to the By-Laws of the Association, including any and all amendments or modifications thereof.

1.5 "Board of Directors" or "Board" shall mean and refer to the Association's Board of Directors.

1.6 "Declarant" or "Developer" shall refer to U.S. HOME CORPORATION and their successors and assigns, but only if such successors and assigns should acquire more than one undeveloped Lot from the Declarant or Developer for the purpose of development and are designated as a Declarant or Developer by U.S. HOME CORPORATION in an instrument recorded in the Public Records of Hillsborough County.

1.7 "Declaration" shall mean and refer to this Declaration of Restrictions for Wellington, as modified and amended from time to time.

1.8 "FHA" shall mean and refer to the Federal Housing Administration.

1.9 "Lot" shall mean and refer to any plot of land shown on the recorded plat of the Property or any part thereof with the exception of areas deeded or dedicated to a governmental authority or utility company.

1.10 "Master Association" shall mean and refer to Carrollwood Village Phase III Homeowners Association, Inc., a Florida corporation not for profit, its successors and assigns.

1.11 "Master Declaration" shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions for Carrollwood Village, Phase III, as recorded in O.R. Book 3684, at Page 293, Public Records of Hillsborough County, Florida, along with any amendments or modification of same.

1.12 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include the Declarant for so long as the Declarant shall hold title to any Lot.

1.13 "Property" shall mean that certain real property described as WELLINGTON, PHASE I, according to the Plat thereof as recorded in Plat Book 53 at Page 59, Public Records of Hillsborough County, Florida.

1.14 "Home" shall mean and refer to a single-family dwelling constructed on any Lot, whether as attached housing or otherwise.

1.15 "VA" shall mean and refer to the Veterans Administration.

## ARTICLE II

### GENERAL USE RESTRICTIONS

2.1 Residential Use, Rental. All of the Property shall be known and described as residential property and no more than one (1) single-family Home with not more than two (2) sides being party walls may be constructed on any Lot. No Home may be divided into more than one (1) residential dwelling and no more than one (1) family shall reside within any Home. No Home shall be leased for a term of less than six (6) months.

2.2 Structures. Any Home or other structure erected upon a Lot or elsewhere within the Property must be in compliance with all applicable zoning regulations and this Declaration.

2.3 Homes. No Townhome shall have a floor area of less than four hundred (400) square feet, exclusive of screened area, open porches, terraces, and patios. All Homes shall have at least one (1) inside bath. A "bath", for the purpose of this Declaration, shall be deemed to be a room containing at least one (1) shower or tub, one (1) toilet and one (1) wash basin. All Lots shall be landscaped with sodded front and rear lawns and, if applicable, side lawns.

2.4 Easements for Utilities, Drainage, CATV. Perpetual easements for the installation and maintenance of utilities, drainage facilities and CATV are hereby reserved to Declarant over all easements as of the date hereof or on any replat of the Property or portions thereof which easements shall include without limitation, the right of reasonable access over Lots to and from the easement areas), and Declarant shall have the right hereafter to convey such additional easements over property owned by Declarant as Declarant may deem necessary or desirable on an exclusive or non-exclusive basis to any person, corporation or governmental entity. The easement rights reserved pursuant to this paragraph shall not impose any obligation on Declarant to maintain any easement areas or install or maintain the utilities or improvements that may be located in, on or under such easements, or which may be served by them. Within such easement areas no structure, planting, or other material shall be placed or permitted to remain which may damage

or interfere with access to, or the installation and maintenance of, the easement areas or any utilities or drainage facilities, or which may change the direction, or obstruct or retard the flow, of water through drainage channels in such easement areas or which may reduce the size of any water retention areas constructed in such easement areas. The easement areas of each Lot and all above-ground improvements in such easement areas shall be maintained continuously by and at the expense of the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. With regard to specific easements of record for drainage, Declarant shall have the right, but without obligation, to alter the drainage facilities therein, including slope control areas, provided any such alteration shall not materially adversely affect any Lot, unless the Owner of such Lot shall consent to such alteration.

**2.5 Easement for Encroachments.** Each Lot shall be subject to an easement for encroachment created by construction, settling and overhangs, as designed or constructed by the Declarant or its designee. A valid easement for said encroachments for the maintenance of same, so long as it stands, shall and does exist. In the event a structure on a Lot is partially or totally destroyed, and then rebuilt, the owners of the properties so affected agree that minor encroachments of parts of the adjacent structures shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

**2.6 Use of Accessory Structures.** No tent, shack, barn, utility shed or other buildings other than a Home shall, at any time, be erected on a Lot and used temporarily or permanently as a residence or for any other purpose, without the consent of the Association, except that temporary buildings, offices or facilities may be erected and used by Declarant or its contractors in connection with construction work. No above ground pool shall be placed or maintained upon the Property. No recreational vehicle may be used as a residence or for any other purpose on any portion of the Property.

**2.7 Commercial Uses and Nuisances.** No trade, business, profession or other type of commercial activity shall be carried on upon any portion of the Property, except that real estate brokers, Owners and their agents and Declarant and its agents may show Homes within the Property for sale or lease; nor shall anything be done thereon which may become a nuisance or unreasonable annoyance to the other residents of the Property. Notwithstanding the foregoing, every person, firm or corporation purchasing a Lot in the Property recognizes that Declarant, its agents and designated assigns shall have the right to: (i) use Lots and Homes erected thereon for sales offices, field construction offices, storage facilities, general business offices, and (ii) maintain fluorescent lighted or spotlighted model Homes within the Property open to the public for inspection seven (7) days per week for such hours as are deemed necessary. Declarant's rights under the preceding sentence shall terminate on January 1, 1987, unless prior thereto Declarant has indicated its intention to abandon such rights by recording a written instrument among the Public Records of Hillsborough County, Florida. It is the express intention of this paragraph that the rights granted Declarant to maintain sales offices, general business offices and model Homes shall not be restricted or limited to Declarant's sales activity relating to the Property, but shall benefit Declarant in the construction, development and sale of any other property and lots in which Declarant may have an interest.

**2.8 Animals.** Unless the Board of Directors shall otherwise agree in writing, no animals, livestock, or poultry of any kind shall be raised, bred, or kept within the Property, except that cats, dogs, and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes and do not become a nuisance to the neighborhood. No person owning or in custody of an animal shall allow it to stray or go upon another Lot without the consent of the Owner of such Lot, and all animals shall be on a leash when outside of the Lot upon which the owner of such animal resides. The Board of Directors may promulgate additional rules and regulations from time to time governing the keeping, maintenance and activities of animals within the Property.

**2.9 Vehicles and Parking.** No vehicle shall be parked within the Property except on a paved street, a paved driveway, or a paved parking area, in accordance with rules and regulations promulgated by the Board of Directors from time to time. No trucks or vehicles which are primarily used for commercial purposes, other than those present on business, nor any trailers, may be parked within the Property. No boats, boat trailers, campers, vans, motor homes, motorcycles or other recreational vehicles, or any vehicles not in operable condition and validly licensed, shall be permitted to be parked within the Property.

A. Provided, however, that if a van or a commercial vehicle is 1/2 ton or less and is used as the primary vehicle for daily use of the Owner of a Lot, then such vehicle may be parked upon such Owner's Lot provided it does not, in the opinion of the Board, otherwise cause or create a nuisance.

**2.10 Storage; Clothes Hanging; Antennas.** No Lot shall be used for the storage of rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers properly concealed from public view, and in accordance with any rules promulgated by the Board of Directors from time to time. Clothes hanging devices exterior to a Home shall not be permitted. No exterior radio, television or other electronic antennas and aerials shall be allowed unless installed so as to be completely concealed from public view, such as in attics, and no such devices shall be allowed in the event the same cause interference to the reception of other residents of the Property. No cable television facilities shall be installed within the Property, except as approved in writing by the Association.

**2.11 Signs.** No signs shall be displayed within the Property with the exception of a maximum of one (1) "For Sale" sign upon each Lot not exceeding 36" x 24". Notwithstanding anything to the contrary herein, Declarant, its successors, agents and designated assigns shall have the exclusive right to maintain signs of any type and size and for any purpose within the Property.

**2.12 Ponds.** Any ponds or other water retention areas ("Ponds") constructed by Declarant within the Property shall be part of the Property's drainage facilities. In no event may Owners or residents of Lots or members of the public use such Ponds for swimming, bathing, boating or other recreational purposes.

**2.13 Wells; Oil and Mining Operations.** No water wells may be drilled or maintained on any portion of the Property without the prior written approval of the Architectural Control Committee, which approval may be subject to any conditions deemed necessary or desirable by the Committee. Any approved wells shall be constructed, maintained, operated and utilized in strict accordance with any and all applicable statutes and governmental rules and regulations pertaining thereto. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted within the Property, nor shall any oil wells, tanks, tunnels, derricks, boring apparatus, mineral excavations or shafts be permitted upon or in the Property.

**2.14 Electrical Interference.** No electrical machinery, devices or apparatus of any sort shall be used or maintained on any portion of the Property which causes interference with the television or radio reception of any other resident of the Property. This provision shall not prevent Declarant from using any equipment required in construction of any improvement upon the Property.

**2.15 Air Conditioners and Water Softeners.** Provided the design, construction and installation location shall have first been approved by the Architectural Control Committee, exterior air conditioning units and related apparatus and water softeners may be installed. Any air conditioning unit, water softener, and any related apparatus installed by Declarant shall conclusively be deemed approved by the Committee.

## ARTICLE III

ARCHITECTURAL CONTROL AND MAINTENANCE

**3.1 Architectural Control.** Except as to construction, repair or alteration by the Declarant, no Home, building, wall, pavement or other structure or improvement of any nature shall be erected, placed or altered on any portion of the Property until the construction plans and specifications and a plot plan showing the location of the structure or improvement shall have been approved in writing by the Architectural Control Committee. Each structure or improvement of any nature shall be erected, placed or altered only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, including landscaping plans, or any of them, may be based on any grounds, including purely aesthetic grounds, which in the reasonable discretion of the said Architectural Control Committee deems sufficient. Any change in the exterior appearance of any Home, building, wall, pavement, other structure or improvement, any change in the finished ground elevation, and any change in the appearance of the Home or its landscaping shall be deemed an alteration requiring approval. In the event the Committee shall fail to approve or disapprove any plans or specifications within thirty (30) days of their receipt by the Committee, approval of such plans or specifications shall be deemed given. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The Architectural Control Committee shall be composed of such persons, but not less than three (3), as may be appointed from time to time by the majority vote of the Board of Directors, which shall have the absolute power to remove any member from the Committee. A majority of the Committee may take any action the Committee is empowered to take, and may designate a representative or agent to act for the Committee. In the event of death, removal or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor until such time as the Board shall appoint an alternative successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

**3.2 Liability of Architectural Control Committee.** The Architectural Control Committee and each of its members from time to time shall not be liable in damages to anyone submitting plans for approval or to any Owner by reason of mistake in judgment, negligence or non-feasance of said Committee, its members, agents or employees, arising out of or in connection with the approval or disapproval, by the submitting of such plans, and any Owner by acquiring title to any lot, agrees that such person shall not bring any action or claim for any such damages against the Architectural Control Committee, its members, agents or employees.

**3.3 Exterior Appearances and Landscaping.** The paint, coating, stain and other exterior finishing colors or surface finishes on all Homes may be maintained as that originally installed without prior approval of the Architectural Control Committee, but prior written approval of the Architectural Control Committee shall be necessary before any such exterior finishing color or finish is changed by any person or entity other than Declarant. The landscaping of each portion of the Property, including without limitations, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained as originally installed, unless the prior approval for any change proposed by any person or entity other than the Declarant is obtained from the Architectural Control Committee. Aluminum foil may not be placed on windows or glass doors. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on any portion of the Property by any person or entity other than the Declarant, unless and until the size, location, design and type of material for said box or receptacle shall have been approved by the Architectural Control Committee. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph.

**3.4 Care and Appearance of Homes; Lien Rights.** Each Home shall be maintained in a structurally sound and neat and attractive manner, including exterior building surfaces, paint, roofs, gutters, downspouts, glass and screened areas, by and at the expense of the Owner of the Lot upon which the Home is situated. Upon the Owner's failure to do so, the Architectural Control Committee may, at its option, after giving Owner thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner, with funds provided by the Association, and with the approval by two-thirds (2/3) vote of the Board of Directors. The Owner of such Home shall reimburse the Association for any work above required, and to secure such reimbursement the Association shall have a lien upon the Lot enforceable as herein provided. Upon performing the work herein provided, the Association shall be entitled to file in the Public Records of Hillsborough County, Florida, a notice of its claim of lien by virtue of this contract with the Owner. Said notice shall state the cost of said work and shall contain a description of the Lot against which the enforcement of the lien is sought. The lien herein provided shall date from the time that the work is completed, but shall not be binding against creditors until said notice is recorded. Each Lot shall stand as security for any expense incurred by the Association pursuant to this paragraph and in connection with such Lot, and this provision shall also be binding on the Owner of such Lot at the time the expense is incurred, who shall be personally liable. The lien herein provided shall be due and payable forthwith upon the completion of the work and if not paid, said lien may be enforced by foreclosure in the same manner as a mortgage. The amount due and secured by said lien shall bear interest at the highest contract rate of interest permitted by Florida law from time to time, from the date of recording of said notice of lien, and in any action to enforce payment the Association shall be entitled to recover costs and attorney's fees. The lien herein provided shall be subordinate to the lien of any mortgage encumbering any Lot in favor of any institutional lender or mortgage company or insured by the FHA or by the VA; provided, however, that any such mortgage when in possession, any purchaser at any foreclosure sale, any mortgagee accepting a deed in lieu of foreclosure, and all persons claiming by, through or under any of the same, shall hold title subject to the obligations and lien herein provided.

**3.5 Party Walls.** Each wall which is built as a part of the original construction of the Homes upon the Property and placed on the dividing line between any Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Section, the general rules or law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. Notwithstanding any other provision of this Section, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title. In the event of any dispute arising concerning a party wall, or under the provisions of this Section, each party shall choose one (1) arbitrator, and such arbitrator shall choose one (1) additional arbitrator, and the decision shall be by a majority of all the arbitrators, which decision shall be binding upon the parties.

**3.6 Utilities, Equipment and Fixtures.** All fixtures and equipment installed within a Lot, and all fixtures and equipment serving only one (1) Home, including without limitation, utility lines, pipes, wires, conduits and the like, shall be maintained and kept in good repair by the Owner of the Lot or the Home served by such equipment and fixtures. In the event any such equipment and fixtures are installed on a Lot to serve more than one (1) Home, the expense of maintaining and repairing same shall be shared equally by the Owners of the Homes served by same. Notwithstanding the foregoing, in the event any such equipment or fixtures are damaged as a result of the actions of any person or entity other than the Owner or Owners responsible for repairing same, the person causing the damage shall be liable for expenses incurred by the Owner or Owners in repairing same. No Owner shall do or allow any act, or allow any condition to exist, that will impair the structural soundness or integrity of any Home or impair any easement established or referenced herein, or do any act or allow any condition to exist which will or may adversely affect any Home or any Owner or resident of the Property or create a hazard to persons or property.

**3.7 Declarant's Rights.** Until Declarant has completed all construction within the Property and has closed the sales of all Lots to other persons, neither the Owners nor the Association nor the use of any Lot shall interfere with the completion of the improvements and sales of Lots. Declarant may make such use of unsold Lots as may facilitate completion of improvements and sales of Lots.

**ARTICLE IV**

**COVENANT FOR MAINTENANCE ASSESSMENTS**

**4.1 Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) annual assessments or charges, and

(b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by such successors.

**4.2 Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and authorized residents of the Property.

**4.3 Maximum Annual Assessment.** Until January 1 of the year immediately following conveyance of the first Lot to an Owner, other than Declarant, the maximum annual assessment shall be Six Dollars (\$12.00) per Lot.

(a) from and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, other than Declarant, the maximum annual assessment may be increased each year

not more than five (5) percent above the maximum assessment for the previous year without a vote of the members of the Association.

(b) from and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a two-thirds (2/3) vote of each class of members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) the Board of Directors may fix the annual assessments at an amount not in excess of the maximum stated herein.

**4.4 Notice and Quorum for any Action Authorized Under Section 4.3.** Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 shall be sent to all members of the Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence in person or by proxy of members entitled to cast sixty (60) percent of all of the votes of each class of membership shall constitute a quorum.

**4.5 Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

**4.6 Date of Commencement of Annual Assessments; Due Dates.** The annual assessments provided for herein shall commence as to all Lots on January 1, 1984. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

**4.7 Effect of Non-Payment of Assessments; Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest contract rate of interest permitted by Florida law from time to time. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

**4.8 Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of a Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to all payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE V

### THE ASSOCIATION

**5.1 Powers and Duties.** The Association shall have the powers and duties set forth in the Articles and By-Laws, including the right to enforce the provisions of this Declaration, the right to collect assessments and the right to collect and pay any and all assessments due to the Master Association under the terms of the Master Declaration.



**5.2 Membership.** Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**5.3** The Association shall have two (2) classes of membership:

**A. Class A Membership.** Class A membership shall consist of all Owners of Lots within the Property with the exception of the Declarant. When the fee simple interest in a Lot is held by more than one (1) person or entity other than the Declarant, all such persons and/or entities shall be Class A members.

**B. Class B Membership.** The Class B membership shall consist of the Declarant. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(1) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

(2) on December 31, 1986; or

(3) when an instrument executed by the Declarant is recorded in the Public Records of Hillsborough County, Florida, waiving the Declarant's rights to Class B membership.

**5.4 Class A Voting.** There shall be one (1) vote for each Lot owned by one (1) or more Class A members, subject to the following requirements. As to each Lot owned by one (1) or more Class A members, there shall be filed with the Secretary of the Association a "Voting Member Designation Certificate" which shall name one (1) and only one (1) of the Owners of such Lot as the "Voting Member" for that Lot. Such Certificate shall be signed by all of the Owners of such Lot and shall, upon filing with the Secretary of the Association, be effective until a new Certificate is subsequently duly executed by all Owners and filed with the Secretary of the Association. Only the person named in such Certificate, or their fully appointed proxy, shall be allowed to cast the vote for the subject Lot. A Lot which does not have on record with the Secretary of the Association a valid Voting Member Designation Certificate shall not be entitled to a vote nor shall such Lot be counted as existing for the purposes of determining any percentages or fractions for voting purposes under the Declaration for the Association.

**5.5 Class B Voting.** There shall be three (3) votes for each Lot owned by the Class B member and the votes of the Class B member may be cast by any person designated in a Voting Member Designation Certificate in the same manner as for Class A members except that one (1) person may be designated by the Declarant to cast the votes for more than one (1) Lot Owner by the Declarant in a single Certificate.

#### ARTICLE VI

#### GENERAL PROVISIONS

**6.1 Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Declarant shall not be obligated to enforce the restrictions set forth herein and shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than itself. Issuance of a building permit or license, which may be in conflict with the restrictions set forth herein, shall not prevent the Declarant, the Association or any of the

Lot Owners from enforcing the restrictions set forth in this Declaration.

6.2 Severability. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

6.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of not less than ninety (90) percent of the Lots within the Properties, and thereafter by an instrument signed by the Owners of not less than seventy-five (75) percent of the Lots within the Properties. In addition, there is hereby reserved to the Declarant the right and authority, subject to VA or FHA approval, for a period of three (3) years from the date of recording of this Declaration to amend or modify the terms hereof without the consent or approval of any Owners or the Association. Any amendment to this Declaration must be recorded in the Public Records of Hillsborough County to become effective.

6.4 Notice. Any notice required to be sent to any Owner under the provisions of this instrument shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of said Owner.

6.5 Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation." The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

6.6 FHA/VA Approval. As long as there is a Class B membership, amendment of this Declaration of Covenants, Conditions and Restrictions will require the prior approval of the FHA or the VA; provided, however, that the approval of FHA or VA need not be recorded in the Public Records and shall be conclusively presumed as to any amendment so recorded.

IN WITNESS WHEREOF, U.S. HOME CORPORATION, as Declarant, has caused this Declaration to be executed in its name, under its corporate seal and by their duly authorized officers, this 18 day of June, 1982.

U. S. HOME CORPORATION

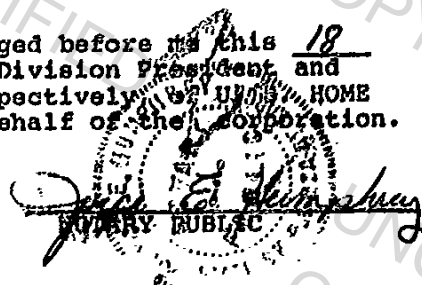
Attest:

Walter Beeman  
Its Division Secretary

By: Steven Hafener  
Its Division President

STATE OF FLORIDA )  
 ) SS  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 18 day of June, 1982, by Steven Hafener, its Division President and Walter Beeman, its Division Secretary, respectively, of U.S. HOME CORPORATION, a Delaware corporation, on behalf of the corporation.



My Commission Expires:  
Notary Public State Of Florida At Large  
My Commission Expires Oct 5, 1984  
Bonded By SAIECO Insurance Company of America