

pared By and Return to:
bert L. Allison, President
omeowners Association of Cypress Glen, Inc.
9420 Lazy Lane, Suite E3
Tampa, FL 33614

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CYPRESS GLEN

THIS DECLARATION, made on the date hereinafter set forth by DATON INTERNATIONAL, INC., a Delaware Corporation, postal address Suite E3, 9420 Lazy Lane, Tampa, Florida 33614, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property more particularly described as Cypress Glen, recorded in Plat Book 80 at pages 69-2 through 69-3, Public Records of Hillsborough County, Florida (the "Properties"); and

WHEREAS, Declarant desires to create an exclusive residential community known as "CYPRESS GLEN" on the Properties by establishing a common plan for the development and use of the Properties; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the community and for the maintenance of the common properties by subjecting the Properties to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of such property and each owner of such property;

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the common properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing of the assessments and charges hereinafter created; and

WHEREAS, the Declarant has incorporated under the laws of the State of Florida, as a not-for-profit corporation, HOMEOWNERS ASSOCIATION OF CYPRESS GLEN, INC., for the purpose of exercising the functions stated above, which association is not intended to be a Condominium Association as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes);

NOW, THEREFORE, the Declarant, hereby declares that the Properties shall be held, transferred, sold, conveyed and occupied subject to the following covenants, restrictions, easements, conditions, charges and liens hereafter set forth which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest therein or any part hereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

1997 MAY 23 4:11:03

0000000000

ARTICLE I - DEFINITIONS

1.1 "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.

1.2 "Articles" shall mean the Association's Articles of Incorporation, as they from time to time may be amended. A copy of the initial Articles is attached to this Declaration.

1.3 "Association" shall mean and refer to HOMEOWNERS ASSOCIATION OF CYPRESS GLEN, INC., a Florida not for profit corporation, its successors and assigns.

1.4 "Board" shall mean the Board of Directors of the Association.

1.5 "Boundary Wall" shall mean and refer to any wall, fence, or similar structure or installation from time to time situated on or along any of the perimeter boundaries of and entrances to the Properties, together with any footings, related equipment (including wiring or irrigation systems, or both), landscaping, and other appurtenances.

1.6 "Bylaws" shall mean the Bylaws of the Association, as they from time to time may be amended. A copy of the Association's initial Bylaws is attached to this Declaration.

1.7 "Common Area" shall mean all real property (including the improvements thereon), or interests in real property, now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of conveyance of the first Lot are: (i) Tracts "A", "B", "C", and "D" as shown on the Plat, Tract B being also delineated on the Plat as part of Cypress Hammock Drive; (ii) the Community Street; (iii) the Boundary Wall and the benefit of the easements established by this Declaration for its maintenance and restoration; (iv) the benefit of the drainage and utility easements established by the Plat; (v) title to, and the benefit of the easements established by this Declaration for, any other common facilities that from time to time may be installed or situated on a Lot, as provided in this Declaration; and (vi) all of the Declarant's right, title, interest, estate, claim or demand under the "Sewer Lift Station Agreement and Easement" identified below in this Declaration.

1.8 "Common Expense" shall mean and refer to any expense for which a general and uniform assessment may be made against the Owners (as hereinafter defined) and shall include, but in no way be limited to, the expenses of upkeep and maintenance of the Common Area and shoulders of collector and arterial roadways, certain boundary walls, entrance signs, common streetlights, common water and sewerage facilities, and common sidewalks within the Properties, as well as the sewerage lift station and related sewerage facilities serving the Properties as provided in the "Sewerage Lift Station Agreement and Easement" identified below in this Declaration.

1.9 "Community Street" shall mean and refer to (i) all of "Cypress Hammock Drive," as delineated on the Plat, and (ii) any other roads or streets from time to time within or serving the Properties that are owned by the Association and not dedicated to use by the general public.

1.10 "Declarant" shall mean and refer to DATON INTERNATIONAL, INC. a Delaware Corporation, its successors and assigns. It shall not include any person or party who purchases a Lot from Declarant, unless, however, such purchaser is specifically assigned as to such property by separate recorded instrument, some or all of the rights held by DATON INTERNATIONAL, INC., a Delaware Corporation as Declarant hereunder with regard thereto.

1.11 "Declaration" shall mean and refer to this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CYPRESS GLEN, as it from time to time may be amended.

1.12 "Dwelling" shall mean and refer to each and every single family residential unit constructed on any Lot.

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

1.14 "First Mortgagee" shall mean and refer to an Institutional Lender who holds a first mortgage on a Lot and who has notified the Association of its holdings.

1.15 "FNMA" shall mean and refer to the Federal National Mortgage Association.

1.16 "GNMA" shall mean and refer to the Government National Mortgage Association.

1.17 "HUD" shall mean and refer to the U.S. Department of Housing and Urban Development.

1.18 "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Lot, commercial property, membership recreational facilities or a residential dwelling, which owner and holder of said mortgage shall be any federally or state chartered bank, insurance company, HUD or VA or FHA approved mortgage lending institution, FNMA, GNMA, recognized pension fund investing in mortgages, and any federally or state chartered savings and loan association or savings bank.

1.19 "Institutional Mortgage" shall mean and refer to any mortgage given or held by an Institutional Lender.

1.20 "Lot" shall mean and refer to each Dwelling site shown on the Plat by an assigned number and block through which it may be identified; provided, however, that "Lot" shall not mean any Common Area.

1.21 "Master Plan" shall mean and refer to the Master Development Plan for Cypress Glen on file with the planning and zoning department of Hillsborough County, and as the same may be amended or modified from time to time.

1.22 "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 Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include Declarant for so long as Declarant shall hold title to any Lot.

1.23 "Plat" shall mean and refer to the plat of CYPRESS GLEN, which has been platted as Cypress Glen, recorded in Plat Book 80 at pages 69-1 through 69-3, Public Records of Hillsborough County, Florida.

1.24 "Properties" shall mean and refer to the lands included in the Plat.

1.25 "SWFWMD" shall mean and refer to the Southwest Florida Water Management District.

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

1.27 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; the use of one tense shall include all tenses; 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.

ARTICLE II - PURPOSE

2.1 Operation, Maintenance and Repair of Common Area. The Declarant, in order to insure that the Common Area and other land for which it is responsible hereunder will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to operate, maintain and repair the Common Area, and any improvements thereon, including, but not limited to any Surface Water Management System (hereinafter referred to as "SWMS"), lakes, retention areas, culverts and/or related appurtenances which may be located within the Properties; to maintain the decorative entranceways to the Properties; to maintain and repair the interior surface of certain walls and fences, if any, bordering the Properties and bordering the streets within the Properties; to maintain and repair any irrigation facilities servicing land which the Association is obligated to maintain, and take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and By-Laws, or this Declaration.

2.2 Expansion of Common Area. Additions to the Common Area may be made in accordance with the terms of Article VII of this Declaration. The Declarant shall not be obligated, however, to make any such additions. Any and all such additions to the Common Area by Declarant must be accepted by the Association and such acceptance shall be conclusively presumed by the recording of a deed in the Public Records of Hillsborough County by or on behalf of Declarant for any such Common Areas or the designation of such Common Areas on a plat duly recorded for any portion of the Properties. The Association shall be required, upon request of Declarant, to execute any document necessary to evidence the acceptance of such Common Areas.

2.3 Boundary Wall. Any Boundary Wall may be constructed either on dedicated rights of way, Common Areas or the Lots, or other land of Owners adjacent to such rights

of way. Whether or not located on the Common Area, the Association shall maintain and repair such Boundary Walls, if any, as provided below in this Declaration.

2.4 Easement for Maintenance. The Declarant hereby reserves for itself and the Association, and its and their grantees, successors, legal representatives and assigns, a right of entry for ingress and egress to, over and across the Properties for the purpose of exercising its and their rights and obligations under this Declaration, including any required Boundary Wall maintenance and restoration. Any right of entry shall be exercised in a peaceful and reasonable manner at reasonable times upon reasonable notice whenever the circumstances permit.

2.5 Reciprocal Easements. There shall be reciprocal appurtenant easements between the lands adjacent to either side of a Boundary Wall for lateral and subjacent support, and for encroachments caused by the unwillful placement, settling and shifting of any such wall as constructed, repaired or reconstructed.

2.6 Irrigation. The Declarant may, but shall not be obligated to install irrigation and sprinkling equipment on Common Area, or within landscaped rights of way which the Association is obligated to maintain under this Declaration. The Association shall be obligated to maintain, operate, replace and repair such irrigation and sprinkling equipment at its own expense and such shall be Common Expense.

2.7 Lift Station. The Declarant is the successor in interest to S. J. RUDOLPH, TRUSTEE, under the "Sewer Lift Station Agreement and Easement" dated May 19, 1978, and recorded July 19, 1978, at Official Records Book 3394, Page 999, Public Records of Hillsborough County, Florida, As it may have been released or otherwise amended, or both. Upon the conveyance of the common Area to the Association by the Declarant, the Association will succeed to all of the benefits and burdens of such agreement, as it relates to the Properties.

ARTICLE III - PROPERTY RIGHTS

3.1 Owners' Easements of Enjoyment. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) Rules. The right of the Association from time to time in accordance with its Bylaws to establish, modify, amend and rescind reasonable rules and regulations regarding use of the Common Area;

(b) Facilities. The right of the Association to charge reasonable admission and other fees for use of any facilities situated upon the Common Area;

(c) Voting Rights. The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment levied under this Declaration against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(d) Dedications. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility as provided by its Articles;

(e) Easements. The right of the Association to grant easements as to the Common Area or any part thereof as provided by its governing documents; and,

(f) Other. The right of the Association to otherwise deal with the Common Area as provided by its Articles.

3.2 Extent. As more particularly provided in this Declaration, the extent of the foregoing easement of enjoyment is: (i) to have the Common Area maintained for its intended purposes; (ii) to use and enjoy the Common Area in any manner that is not inconsistent with its intended purposes; and (iii) to prevent any use of the Common Area that is inconsistent with its intended purposes. Without limitation, the foregoing easement includes:

(a) Boundary Wall. The right to have any Boundary Wall maintained and restored, unless at least two-thirds of the Owners determine otherwise.

(b) Community Street. A permanent, non-exclusive easement for reasonable pedestrian and vehicular ingress and egress over, across, and through the part of the Community Street improved for such use by Declarant (hereafter, the "Access Easement"), and the rights: (i) to have such part suitably maintained and restored for such uses for so long as is required to provide convenient vehicular access to any Lot; and (ii) unless at least two-thirds of the Owners decide otherwise, to have maintained and restored for their respective intended purposes any other improvements installed within the Community Street by Declarant, including any landscaping, lighting, or controlled access installations.

(c) Sidewalks. A permanent, non-exclusive easement of reasonable pedestrian ingress and egress over any sidewalks, and their replacements, installed or authorized by Declarant either (i) on any Lot along its boundary with any Community Street, or (ii) anywhere else within the Properties for common use. The foregoing easement does not extend to any sidewalks serving a particular Lot or Lots exclusively.

(d) Common Facilities. The right to have streetlights and other common facilities that may be situated on any Lots maintained and restored.

3.3 Limitations. The benefit of such rights and easements over, across, and through the Common Area may be subdivided among not more than 55 Lots. If any right or easement is described as non-exclusive by this Declaration, its benefit nevertheless is exclusive to all Lots, unless this Declaration or the Plat expressly grants such benefit to the Association or other persons. In no event does the benefit of any such easement extend to the general public or grant any right of access or entry to the general public. The benefit of all rights and easements granted by this Declaration is a permanent appurtenance to, and passes with, the title to every Lot.

3.4 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his

tenants, or contract purchasers provided the foregoing actually reside at the Owner's Lot.

3.5 Prohibition of Certain Activities. No damage to, or waste of, the Common Area or any part thereof, shall be committed by any Owner or any tenant or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, or place or erect any improvement or structure of any kind on the Common Area without the prior written approval of the Board of Directors.

3.6 Signs Prohibited. No sign of any kind shall be displayed in or on the common Area without the prior written consent of the Board. This Section, however, shall not apply to the Declarant.

3.7 Animals. No animals shall be permitted on or in the Common Area any time except as may be provided in the Rules and Regulations of the Association.

3.8 Rules and Regulations. No Owner or other permitted user shall violate the reasonable Rules and Regulations for the use of the Common Area, as the same are from time to time adopted by the Board.

3.9 Title to Common Area. The Declarant shall convey title to any Common Area subject to such easements, reservations, conditions and restrictions as may then be of record.

3.10 Easements Reserved in Common Area. The Declarant hereby reserves unto itself, its successors and assigns, whether or not expressed in the deed thereto, the right to grant easements over any of the Common Area for the installation, maintenance, replacement and repair of drainage, water, sewer, electric and other utility lines and facilities, provided such easements benefit land which is or will become part of the Properties. The Declarant shall further have the right, but without obligation, to install drainage, as well as water, sewer and other utility lines and facilities in, on, under and over the Common Area, provided such lines and facilities benefit land which is or will be within the Properties. The Association shall join in or separately execute any easements for the foregoing purposes which the Declarant shall direct or request from time to time.

3.11 Easement for Lateral and Subjacent Support. There shall be an appurtenant easement between lands adjacent to the other side of a structure's wall for lateral and subjacent support and for encroachments caused by placement, settling and shifting of any such walls as constructed or reconstructed.

ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS

4.1 Voting Rights. Every Owner of a Lot, which is subject to assessment shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, Bylaws, Rules and Regulations, and this Declaration. The foregoing does not include persons or entities who hold a leasehold interest or an interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the

sole qualification for membership. When any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot. The Declarant shall be a member so long as it owns one or more Lots.

4.2 Membership Classifications. The Association shall have two classes of voting membership, Class A, and Class B. All votes shall be cast in the manner provided in the Bylaws. The two classes of voting memberships, and voting rights related thereto, are as follows:

(a) Class A. Class A members shall be all Owners of Lots subject to assessment; provided, however, so long as there is Class B membership the Declarant shall not be a Class A member. When more than one person or entity holds an interest in any Lot, the vote for such Lot shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to such Lot nor shall any split vote be permitted with respect to such Lot. Every Owner of a Lot within the Properties, who is a Class A member, shall be entitled to one (1) vote for that Lot.

(b) Class B. The Class B member of the Association shall be the Declarant until such Class B membership is converted to Class A at Declarant's option or as hereinafter set forth. Class B Lots shall be all Lots owned by the Declarant which have not been converted to Class A as provided below. The Declarant shall be entitled to three (3) votes for each Class B Lot which it owns.

(c) Termination of Class B. From time to time, Class B membership may cease and be converted to Class A membership, and any Class B Lots then subject to the terms of this Declaration shall become Class A Lots upon the happening of any of the following events, whichever occurs earliest:

- (i) When 75% of the Lots are conveyed to Owners, other than Declarant; or
- (ii) On December 31, 2003; or
- (iii) When the Declarant waives in writing its right to Class B membership.

Notwithstanding the foregoing, if at anytime or times subsequent to any such conversion, additional land is added by the Declarant pursuant to Article X hereof, such additional land shall automatically be and become Class B Lots. In addition, if following such addition of land, the total votes allocable to all Lots then owned by the Declarant (calculated as if all such Lots are Class B, whether or not they are) shall exceed the remaining total votes outstanding in the remaining Class A membership (i.e., excluding the Declarant), then any Class A Lots owned by the Declarant shall automatically be reconverted to Class B. Any such reconversion shall not occur, however, if either occurrence (ii) or (iii) above shall have taken place.

ARTICLE V - RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

5.1 Responsibilities. The 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 shall keep the same in good, clean and proper condition, order and repair. The Association shall also maintain and care for the land designated in Article II, hereof, in the manner therein required. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Area, and performance of its other obligations hereunder.

5.2 Manager. The Association may obtain, employ and pay for the services of an entity or person, hereinafter called the "Manager", to assist in managing its affairs and carrying out its responsibilities hereunder to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by the Association or by the Manager. Any management agreement must be terminable for cause upon thirty (30) days notice, be for a term not to exceed three (3) years, and be renewable only upon mutual consent of the parties.

5.3 Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the Association's Articles or Bylaws.

5.4 Insurance. The Association at all times shall procure and maintain adequate policies of public liability insurance, as well as other insurance that it deems advisable or necessary. The Association additionally shall cause all persons responsible for collecting and disbursing Association moneys to be insured or bonded with adequate fidelity insurance or bonds.

5.5 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles or Bylaws, or by law and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or therein or reasonably necessary to effectuate the exercise of any right or privileges granted herein or therein.

5.6 Common Expense. The expenses and costs incurred by the Association in performing the rights, duties, and obligations set forth in this Article, are hereby declared to be Common Expenses and shall be paid by Class A members. All expenses of the Association in performing its duties and obligations or in exercising any right or power it has under this Declaration, the Articles of Incorporation or the Bylaws are deemed to be and are hereby Common Expenses. Common Expenses shall be borne by Class A members.

5.7 Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address of the Lot which is the subject of its mortgage, any mortgage holder, insurer or guarantor will be entitled to timely written notice of:

- a. Any condemnation or casualty loss that affects either a material portion of the project or the Lot encumbered by its mortgage.
- b. Any 60-day delinquency in the payment of assessments or charges owed by the Owner of the Lot encumbered by the mortgage in question.
- c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- d. Any proposed action that requires the consent of a specified percentage of mortgage holders.

ARTICLE VI - COVENANT FOR MAINTENANCE ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges for Common Expenses; and (2) special assessments or charges against a particular Lot as may be provided by the terms of this Declaration. Such assessments and charges, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which such assessment is made. Each such assessment or charge, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

6.2 Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Properties, and for the improvement and maintenance of the Common Area and the carrying out of the other responsibilities and obligations of the Association under this Declaration, the Articles and the Bylaws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of Properties, services and facilities related to the use and enjoyment of the Common Area, including the cost of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes and assessments made or levied against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the maintenance, landscaping and beautification of the Common Area and such public lands as may be designated by the Declarant or the Association; the maintenance, repair and replacement of Boundary Walls required or permitted to be maintained by the Association; the employment of security personnel to provide services which are not readily available from any governmental authority; and such other needs as may arise.

6.3 Maximum Annual Assessment for Common Expenses.

(a) Initial Assessment. Until January 1 of the year immediately following the conveyance by the Declarant of the first Lot to an Owner, the maximum annual common Expense assessment per Lot shall be One Hundred Seventy Dollars (\$430.00).

(b) Standard Increases. From and after January 1 of the year immediately following the conveyance by the Declarant of the first Lot to an Owner, the maximum annual assessment for Common Expenses as stated above may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Members.

(c) Special Increases. From and after January 1 of the year immediately following the conveyance by the Declarant of the first Lot to an Owner, the maximum annual assessment for Common Expense may be increased above the increase permitted by subsection 6.3(b) above by a vote of two-thirds (2/3) of each Class of Voting Members at a meeting duly called for this purpose.

(d) Duty of Board to Fix Amount. The Board of Directors may fix the annual assessment for Common Expenses at an amount not in excess of the maximum annual assessment rate established in this Section.

6.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the propose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

6.5 Notice of Meeting and Quorum for Any Action Authorized Under Sections 6.3 and 6.4. Written notice of any members meeting called for the propose of taking any action authorized under Section 3 and 4 of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence of members or of proxies entitled to cast one-third (1/3) of all the votes of each class of membership. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6.6 Declarant's Common Expense Assessment. Notwithstanding any provision of this Declaration or the Association's Articles or Bylaws to the contrary, as long as there is Class B membership in the Association, the Declarant shall not be obligated for, nor subject to any annual assessment for any Lot which it may own, provided Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by annual assessments and the amount received from Owners, other than the Declarant, in payment of the annual assessments levied against their Class A Lots. Such difference shall be called the "deficiency", and shall not include any reserve for replacements, operating reserve, depreciation reserves, capital expenditures or special

assessments. The Declarant may at any time, give thirty (30) days prior written notice to the Association terminating its responsibility for the deficiency, and waiving its right to exclusion from annual assessments. Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Lot owned by Declarant shall thereafter be assessed at twenty-five percent (25%) of the annual assessment established for Lots owned by Class A members other than Declarant. Declarant shall not be responsible for any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or special assessments. Such assessment shall be prorated as to the remaining months of the year, if applicable. Declarant shall be assessed only for Lots which are subject to the operation of this Declaration. Upon transfer of title of a Lot owned by Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant, prorated as of and commencing with, the month following the date of transfer of title. Notwithstanding the foregoing, any Lots from which the Declarant derives any rental income, or holds an interest as mortgagee or contract Seller, shall be assessed at the same amount as Lots owned by Owners other than the Declarant, prorated as of and commencing with, the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession as the case may be.

6.7 Exemption from Assessments. The assessments, charges and liens provided for or created by this Article VI shall not apply to the Common Area or any other Homeowner's Association, any property dedicated to and accepted for maintenance by a public or governmental authority or agency, any property owned by a public or private utility company or public or governmental body or agency, and any property owned by a charitable or non-profit organization.

6.8 Date of Commencement of Annual Assessments: Due Dates. The annual assessments for Common Expenses for any Lot shall commence upon the earlier of (i) the transfer of title to such Lot with a completed residence thereon, or (ii) six months after its transfer of title by the Declarant in any case or event. When an annual assessment so commences, the prorated annual assessment for the current year shall be due. The Board of Directors shall fix the amount of the annual assessment for Common Expenses against each Lot not later than December 1 of each calendar year for the following calendar year. Written notice of the annual assessment for Common Expenses shall be sent to every Owner subject hereto. Unless otherwise established by the Board of Directors, annual assessments for Common Expenses shall be collected on an annual basis. The due date for special assessments shall be as established by the Board of Directors.

6.9 Lien for Assessments. All sums assessed to any Lot pursuant to this Declaration, including those owned by the Declarant, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be secured by a continuing lien on such lot in favor of the Association.

6.10 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at the maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Lot.

6.11 Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

6.12 Homestead. By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Lot shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This Section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration, but to be construed in its favor.

6.13 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which is given to or held by an Institutional Lender, or which is guaranteed or insured by the FHA or VA. The sale or transfer of any Lot pursuant to foreclosure of such a first mortgage or any proceeding in lieu thereof, 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 Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any such first mortgagee of a Lot any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall give such first mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings, against the Lots; provided, however, that such first mortgagee first shall have furnished to the Association written notice of the existence of its mortgage, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this Section are to be given. Any such first mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any amounts secure by the lien created by this Article VI.

6.14 Special Assessment for Maintenance Obligations of Owners. In the event an Owner obligated to maintain, replace or repair a Boundary Wall, or portion thereof, pursuant to this Declaration hereof shall fail to do so, or should an Owner fail to perform any maintenance, repair or replacement required under the terms of this Declaration, the Association, upon ten (10) days prior written notice sent certified or registered mail, return receipt requested, or hand delivered, may have such work performed, and the cost thereof shall be specially assessed against such Lot, which assessment shall be secured by the lien set forth in Section 9 of this Article VI.

6.15 Reserves and Working Capital. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area. The reserve fund shall be maintained out of regular

assessments for common expenses. An initial working capital fund is required for the Property's operation, equal to at least four months' assessments for each Lot, which fund will be used for the ordinary Association expenses, including any reserves that initially may be established. Each Lot's share of the working capital fund shall be collected and transferred to the Association at the time of closing the sale of such Lot by the Declarant, and shall be maintained in an account for the use and benefit of the Association. The working capital fund is not to be considered as advance payment of regular assessments.

6.16 Certificate of Amounts Due. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

ARTICLE VII - HUD, FHA, VA AND FNMA APPROVAL

7.1 General Plan of Development. The Declarant has on file at its business office, presently located at 9420 Lazy Lane, Suite E3, Tampa, FL 33614, a general plan of development (the "General Plan") for the land which is subject to this Declaration, showing a general indication of the size and location of developments; the approximate size and location of Common Area, if any; and the general nature of any proposed Common Area facilities and improvements, if any. Such General Plan shall not bind the Declarant to make any such Common Areas or adhere to the General Plan. Such General Plan may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued.

7.2 HUD, FHA or VA Approval. As long as there is a Class B member, the following actions will require the prior approval of HUD or FHA or VA:

- (a) Dedication of additional Common Areas;
- (b) Amendment of the Articles of Incorporation of the Association;
- (c) Amendment of the Bylaws of the Association;
- (d) Dissolution of the Association;
- (e) Amendment of this Declaration; and
- (f) Annexation of additional properties.

Such approval need not be evidenced in writing and the recording, filing or dedication, as appropriate, shall be presumed to have such approval when made.

7.3 Acceptance of Land. In the event that the Declarant conveys, from time to time, any portion or portions of the real property contained within the real property described in Exhibit "A" attached hereto to the Association, the Association is irrevocably bound to accept such conveyance.

7.4 Information. The Association shall make available to all Owners and to lenders, holders, insurers or guarantors of any first mortgage encumbering a Lot, current copies of this Declaration, the Articles and Bylaws, and any rules and regulations in force from time to time, and/or the most recent annual financial statement of the Association. Copies of any of the foregoing and the books, records and financial statements of the Association shall be available for inspection, upon request, during normal business hours, and copies will be provided for a reasonable charge not to exceed the cost of photocopying. The Association shall, upon written request, make available to all holders, insurers or guarantors of a first mortgage encumbering a Lot, a financial statement for the preceding fiscal year within one hundred twenty (120) days of the end of the Association's fiscal year.

ARTICLE VIII - USE RESTRICTIONS

8.1 Residential Use. All of the Subdivision shall be known and described as residential property and no more than one detached, single-family dwelling may be constructed on any Lot, subject to the easements indicated on the Plat and the easement reserved in Section 4 of this Article. No Dwelling may be divided into more than one residential dwelling and no more than one family shall reside within any Dwelling.

8.2 Structures. No structure shall be erected nearer than twenty (20) feet from a front Street Line or side Street Line. No Structure shall be erected nearer than five (5) feet from a Side Yard Line or nearer than twenty (10) feet from a Rear Yard Line. A swimming pool may not be located in the Front Yard of any Lot, but may be located in any area of a Lot as permitted by Hillsborough County regulations. The terms "Structure", "Street Line", "Front Yard", "Side Yard Line", and "Rear Yard Line" shall have the meanings ascribed by the Hillsborough County Zoning Regulations in effect as of the date of the recording of this Declaration; provided, however, the term "Structure" shall not include a fence. Above ground swimming pools are prohibited.

8.3 Dwelling. No dwelling shall have a floor square foot area of less than 1,200 square feet, exclusive of screened area, open porches, terraces, patios and garages. All dwellings shall have at least two (2) inside baths. A "bath", for the purposes of this Declaration, shall be deemed to be a room containing at least one (1) shower or tub, and a toilet and wash basin. All dwellings shall have at least a two (2) car garage attached to and made part of the dwelling. All dwellings shall be constructed with concrete driveways and grassed front, side and rear lawns, provided the lot areas designated on the Plat for drainage easement purposes need not be grassed. Each dwelling shall have a shrubbery planting in front of the dwelling.

8.4 Easements.

(a) Utilities and Drainage. Perpetual easements for the installation and maintenance of utilities and drainage facilities are hereby reserved to Declarant, Association and Hillsborough County in and to all utility and drainage easement areas shown on the Plat (which easements shall include, without limitation, the right of reasonable access over Lots to and from the easement areas), and Declarant, Association and Hillsborough County each shall have the right to convey such easements on an exclusive

or non-exclusive basis to any person, corporation or governmental entity. Neither the easement rights reserved pursuant to this Section or as shown on the Plat shall impose any obligation on Declarant to maintain such easement areas, nor to install or maintain the utilities or improvements that may be located on, in or under such easements, or which may be served by them. 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. 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. In addition, no fences, driveways, pools and decks, patios, air conditioners, any impervious surface improvements, utility sheds, sprinkler systems, trees, shrubs, hedges, plants or any other landscaping element other than sod shall be placed or erected upon or within the drainage easement areas shown on the Plat except as approved by the County Administrator. With regard to specific easements for drainage shown on the Plat, 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.

(b) Boundary Wall. The Declarant, for itself and its successors and assigns and for the Association hereby reserves an easement five (5) feet wide running along the rear or side lot line, as the case may be, of any Lot for the purpose of construction of a privacy wall or fence and name monuments for the Properties. Once such fence or monuments, or both, have been erected, the Association shall have the obligation, at the Association's expense, which shall be a Common Expense, to maintain, repair and replace the interior portions of such wall or fence and monuments in a neat and aesthetic condition. The Declarant hereby grants the Association a non-exclusive perpetual easement as to all Lots to the extent necessary to permit the Association to undertake such boundary wall maintenance as it may be responsible for pursuant to this Declaration. The responsibility of the Association for maintenance, repair or painting of a wall or fence pursuant to this Article shall not be affected by the fact that the wall or fence is located partially on a Lot and partially on the abutting property, or Common Area, as the case may be. Entry upon an Owner's Lot for such purpose shall not constitute a trespass.

(c) Other Utilities. An easement is hereby reserved over all portions of the Property for installation and maintenance of electrical apparatus, CATV facilities, or other apparatus for any utilities now or hereafter installed to serve any portion of the Property, provided, however, no such apparatus or facilities shall be installed within a Lot or Dwelling so as to unreasonably interfere with the use thereof by the Owner, nor shall such facilities hinder the Association in the exercise of its rights hereunder. The specific location of any such apparatus or facilities, and the granting of specific easements therefor in favor of the providers of any such utilities, shall be determined by and within the powers of the Association.

(d) Other Easements. The Board shall have the right to create new easements for pedestrian and vehicular traffic and utility services across and through the Properties; provided, however, that the creation thereof does not adversely affect the use of any Lot.

(e) General Access. Declarant reserves for itself, the Association, and their respective grantees, successors, legal representatives, agents and assigns, an easement for access to, over and across all or any portions of the Property for the purpose of exercising their respective rights and obligations under this Declaration, including but not limited to the performance of emergency repairs and any other work reasonably necessary for the proper maintenance and operation of the Property. Absent emergency conditions, entry into any Dwelling shall not be made without the consent of the Owner or occupant thereof, except pursuant to a valid court order. An Owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by this Article, provided such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

(f) General Easement. Declarant reserves a blanket easement, and the right to grant and record specific easements, encumbering all or any portions of the Property, as reasonably required to provide access and utilities services to the lands adjacent to the Property, whether or not any part or all of said lands are submitted to the terms of this Declaration. Any specific easements granted pursuant to this Section shall not unreasonably interfere with the use and enjoyment of the Property by the Owners.

(g) Access Preserved. The creation of new easements as provided for in this Section shall not unreasonably interfere with ingress to and egress from a Lot or residence thereon.

(h) Encroachments. In the event that any structure or improvement on any Lot shall encroach upon any of the Common Areas or upon any other Lot for any reason other than the intentional or negligent act of the Owner, or in the event any Common Area shall encroach upon any Lot, then an easement shall exist to the extent of such encroachment for so long as the encroachment shall exist.

8.5 SWFWMD Use Restrictions. Each Owner of a Lot within the Properties at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District (SWFWMD). No Owner of a Lot within the Properties may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved SWFWMD permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District Tampa Regulation Department.

8.6 Use of Accessory Structures. No structure of an accessory or temporary character, trailer, shack, detached garage, barn, utility shed or other building other than a full-sized Dwelling shall be moved to, erected on, or used on any Lot at any time for a residence, workshop, office, or storage room, either permanently or temporarily. Notwithstanding the foregoing, temporary buildings, mobile homes, or field construction

offices may be used by Declarant and its agents in connection with construction work. No recreation vehicle may be used as a residence or for any other purpose on any of the Lots in the Properties.

8.7 Commercial Uses and Nuisances. No business, service, repair, or maintenance operations for the general public shall be allowed on any Lot at any time. 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 may show Dwellings within the Property for sale or lease, subject to the other terms and provisions hereof. No activity shall be conducted upon the Property which may become a nuisance or unreasonable annoyance to the other residents of the Property. No illegal, noxious or offensive activity shall be permitted or carried on upon any part of any Lot, nor shall anything be permitted or done thereon which is or may become a nuisance or source of embarrassment, discomfort or annoyance to the neighborhood. No Owner shall permit any use of his Dwelling or make any use of the Common Area that will increase the cost of insurance above that required when the Dwelling is used for the approved purposes, or that will cause any insurance to be canceled or threatened to be canceled, except with the prior written consent of the Association.

8.8 Animals. No animals shall be kept, permitted, raised or maintained on any Lot, except as permitted in this Section. Birds, fish, and not more than three dogs and/or cats may be kept on a single Lot for the pleasure and use of the occupants, but not for any commercial or breeding use or purpose; provided that no person owning or in custody of a dog shall allow the dog to stray or go upon another Lot without the consent of the Owner of such Lot; and provided further that dogs must be on a leash when the dog is outside of the Owner's Lot.

8.9 Fences. In order to preserve the uniform appearance and aesthetics of the community and to facilitate maintenance of the lawn areas, fences are prohibited, except as hereinafter provided. Subject to the Association's prior written approval, all or part of the back yard within the confines of the Owner's Lot may be enclosed by board on board, stockade or shadowbox style, pressure treated wood fences six feet or less in height, subject to compliance with all applicable governmental requirements. Painted or metal fences are prohibited.

8.10 Vehicular Parking and Garages. No vehicles of any kind and no boats may be kept or parked on any Lot or the Common Area, except that private vehicles used by the occupants of a Dwelling or Lot may be parked only within the garage and driveway upon the Lot. Garage doors shall be kept closed, except when a vehicle is entering or exiting the garage. Except during deliveries to Dwellings, no commercial vehicles shall be parked within the Property, including the public or private streets adjacent to Lots.

8.11 Garbage/Trash Collection. No trash, garbage, rubbish, debris, waste material, or other refuse shall be allowed to accumulate or remain on any part of any Lot, nor upon any land or lands contiguous thereto. No fires for the burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of any Lot, except by Declarant. Garbage shall be collected from each Lot and shall be arranged for by each Owner. Owners shall deposit all garbage in plastic bags within appropriate containers. No garbage containers shall be placed or remain outside of a Dwelling upon any Lot except on the days garbage collection is to be made from such Lot.

8.12 Laundry Hanging. Laundry hanging upon or visible from the Common Areas or any other Dwelling shall not be permitted.

8.13 Electrical Interference; Antennas. No electrical machinery, device 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. No exterior radio, television or other electronic antennas and aerials, including satellite dishes, shall be allowed, unless installed so as to be completely concealed from public view, such as in attics. Notwithstanding the foregoing, the installation of one (1) 18 inch satellite system will be allowed with the approval of its location by the Architectural Control Committee.

* 8.14 Lot and Dwelling Upkeep. All Owners of Lots with completed houses thereon shall, as a minimum, have the grass regularly cut and all trash and debris removed. The Owner of each Lot shall maintain the Dwelling located thereon in good repair, including, but not limited to the exterior paint and appearance of the Dwelling. If an Owner of a Lot fails, in Board's sole discretion, to maintain their Lot or Dwelling as required herein, the Board, after giving such Owner at least ten (10) days written notice, is hereby authorized, but shall not be hereby obligated, to maintain that Lot and said Owners shall reimburse Association for actual costs incurred therewith. No newspaper, aluminum foil, reflective film, nor any other material, other than usual and customary light colored window treatments, shall be placed over the windows of any Dwelling. *

8.15 Damage; Reconstruction. In the event a Dwelling or any part thereof is damaged or destroyed by casualty or otherwise, then within twelve (12) months after such incident, the Owner thereof shall either rebuild or repair the damaged Dwelling or promptly clear the damaged improvements and regress and landscape the Lot in a sightly manner. Any repair, rebuilding or reconstruction on account of casualty or otherwise shall be substantially in accordance with the plans and specifications for such improvements as originally constructed or with new plans and specifications approved by the Board of Directors of the Association.

8.16 Signs. No signs shall be displayed within the Property with the exception of a maximum of one "For Sale" and/or "Open for Inspection" sign upon each Lot not exceeding 36" x 24", fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground. 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.

8.17 Mail. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Association.

8.18 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 Declarant, which approval may be subject to any conditions deemed necessary or desirable by the Declarant. 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.

8.19 Solar Devices. No solar devices or solar film of any nature shall be permitted to be placed on the exterior of any Dwelling or so as to be visible from the exterior of any Dwelling.

8.20 Gas Tanks; Water Softeners. No gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any of the Dwellings. All gas tanks, gas containers, and gas cylinders shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative wall approved by the Association. Provided the design, construction and installation location shall have first been approved by the Association, Owners may have water softener units installed. No such equipment shall be above ground level more than 18 inches.

8.21 Exterior Colors. Subsequent to the initial painting done by Declarant on any Dwelling, exterior colors shall be submitted to the Architectural Control Committee for approval, prior to painting.

8.22 Basketball Goals. No permanent basketball goals shall be erected on any Lot within the Properties. Portable basketball goals will be permitted in accordance with the Rules and Regulations of the Association.

8.23 Play/Gymnastic Equipment. No swing sets, playground, gymnastic equipment such as trampolines, play house, tree house or similar yard improvement shall be erected or placed on a Lot without the prior written approval of the Architectural Control Committee.

8.24 Exterior Lighting. All proposed exterior lighting shall be submitted to the Architectural Control Committee for approval prior to its installation. No exterior lighting shall be permitted which, in the opinion of the Architectural Control Committee, would create an annoyance to neighboring Owners or be incompatible with the surrounding residential units. Flood lighting of buildings is prohibited except approved security flood lighting with fixtures mounted in the roof eaves. Intense colored lighting or intermittent lighting is prohibited without the written approval of the Architectural Control Committee.

8.25 Holiday Decorations and Lighting. The use of exterior Christmas decoration and lighting is permitted, as long as such decoration and lighting are not placed prior to November 1 of the current year and are removed prior to January 31 of the following year. Other Holiday decorations are permitted to be displayed on the exterior of any Lot or Dwelling for no more than thirty (30) days.

8.26 Front Doors. The front door of a Dwelling shall be maintained in an attractive manner. No screen doors, storm doors, glass doors or the like shall be allowed on such front doors without the written approval of the Architectural Control Committee.

8.27 Awnings, Canopies and Shutters. No awnings, canopies or shutters, including hurricane or storm shutters, shall be affixed or attached to the exterior of any building without the written approval of the Architectural Control Committee.

8.28 Trees. No Owner shall remove, damage, trim, prune or otherwise alter any tree in the Properties, the trunk of which tree is eight (8) inches or more in diameter at a point twenty-four (24) inches above the adjacent ground level, except as follows:

(a) With the express written consent of the Association.

(b) If the trimming, pruning, or other alteration of such tree is necessary because the tree or a portion thereof creates an eminent danger to person or property and there is not sufficient time to contact the Association for their approval.

(c) Notwithstanding the foregoing limitation, an Owner may perform, without the express written consent of the Association, normal and customary trimming and pruning of any such tree, the base or trunk of which is located on said Owner's Lot, provided such trimming or pruning does not substantially alter the shape or configuration of any such tree or would cause premature deterioration or shortening of the life span of any such tree.

(d) It is the express intention of this Section that the trees existing on the Properties at the time of the recording of this Declaration, and those permitted to grow on the Properties after said time, be preserved and maintained as best as possible in their natural state and condition. Accordingly, these provisions shall be construed in a manner most favorable to the preservation of that policy and intent.

8.29 Rules and Regulations. Reasonable rules and regulations concerning the appearance and use of the Lots and Common Area, and consistent with the terms of this Declaration, may be made and amended from time to time by the Board of Directors and/or the Association in the manner provided in the Articles and Bylaws. Copies of such rules and regulations shall be made available to all Owners upon request, for a reasonable fee not to exceed the cost of photocopying.

8.30 Amendments and Modifications by Declarant. Notwithstanding any provisions of this Declaration to the contrary, Declarant, its successors and designated assigns, reserves the right and authority, subject to FHAVA approval (which approval need not be evidenced in the public record), for a period of seven (7) years from the date of recording of this Declaration to amend, modify or grant exceptions or variances from any of the Use Restrictions set forth in this Article VIII without notice to or approval by other Lot Owners, provided that such amendments, modifications, exceptions or variances shall be substantially consistent with the general uniform plan of residential development. All amendments, modifications, exceptions or variances increasing or reducing the minimum square foot area of dwellings, pertaining to fence size, location or composition, or pertaining to the location of structures on a Lot shall be conclusively deemed to be within the authority and right of Declarant under this Section.

ARTICLE IX - ARCHITECTURAL CONTROL

9.1 Generally. Prior to the commencement of the work described therein, all building plans and specifications, including plot plan, grading plan and material lists, for the original construction, alteration or addition of structures, or for the erection of walls, hedges or fences, and all plans for the landscaping of yards and yards that abut public streets, and all plans or agreements relating to the appearance, colors and materials to be used on the exterior of a structure, shall be approved in writing by an Architectural Control Committee duly appointed by said Board for these purposes. As long as Declarant owns a Lot, the Architectural Control Committee shall be the Declarant. After the Declarant no longer owns any Lots, the Architectural Control Committee shall be a Committee of the Association appointed by the Board of Directors. The Committee shall have the absolute right to approve or disapprove said plans for any reason, including aesthetic considerations. All plans must be sent to the Association by certified or registered mail, return receipt requested, at 9420 Lazy Lane, Suite E3, Tampa, FL 33614, or such other address as the Board may hereafter from time to time designate in writing. Any plans not disapproved within thirty (30) days after their receipt by the Committee shall be deemed approved.

9.2 Modifications. No Owner shall cause any additions, modifications, improvements or changes to be made on the exterior of their structure, including painting, stone work or veneer, brick work or veneer, stucco or stucco veneer or any facade of any nature or other decoration, or the installation of electrical wiring, machinery, water softener or air-conditioning units which may protrude through the walls or roof of the structure, or in any manner change the appearance of any portion of the structure which is not within the walls of said structure, or change any grade or drainage flow of the Properties or modify any landscaping in the Properties without the written consent of the Board of Directors of the Association or any Architectural Control Committee designated by the Board of Directors. The Board of Directors of the Association may establish any reasonable requirements it deems necessary to grant or deny such modifications, including but not limited to, the submission of full plans and specifications to the Board of Directors of the Association.

ARTICLE X - ADDITIONS TO PROPERTY

10.1 Additions to the Property. Additional land may be brought within the jurisdiction and control of the Association in the manner specified in the following Section 2, and made subject to the terms of this Declaration as if part of the Property initially described herein, provided such is done within twenty (20) years from the date this instrument is recorded. Notwithstanding the foregoing or any other provisions of this Article X, under no circumstances shall the Declarant be required to make any such additions, and until such time as such additions are made to the Property, in the manner hereinafter set forth, any other real property owned by the Declarant or any other person or entity, other than the Property, shall in any way be affected or become subject to this Declaration. All additional land brought within the jurisdiction and control of the Association and made subject to this Declaration shall thereupon and thereafter be included within the term "Properties" as used in this Declaration.

10.2 Procedure for Making Additions to the Property. Declarant shall have the right from time to time, in its discretion and without need for the joinder, consent or approval of the Association or any other Owner or holder of any interest in the Property, to bring within the jurisdiction and control of the Association and make subject to the scheme of this Declaration additional lands. The additions shall be made by the Declarant filing of record a Supplement to Declaration of Covenants, Conditions and Restrictions with respect to the additional land, extending the scheme of this Declaration to such land. Such Supplement need only be executed by the Declarant, the fee simple owner of the land submitted, and the holders of all mortgage liens, if any, thereon. No addition shall revoke or diminish the rights of the Owners to the utilization of the Common Area as established hereunder, except to grant to the Owners of the land being added to the Property the right to use the Common Area according to the terms and conditions established hereunder, and the right and obligation to vote and pay assessments as herein provided.

10.3 Voting Rights and Assessment Obligation as to Additions to the Property. Declarant shall have no assessment obligation or voting rights as to additional lands until such lands or portions thereof are actually added to the Property in accordance with the provisions of this Article X. At such time, the Declarant shall be obligated to pay or exempt from assessments and shall be entitled to voting rights with regard to Lots which it owns within such added lands, upon the same terms and conditions as other Lots within the Property owned by Declarant. Any Lots on any lands added to the Property which are owned by Owners other than the Declarant shall be subject to assessments and shall be entitled to voting rights identical to those granted by this Declaration to Owners other than Declarant.

10.4 Annexation. As an alternative to the method described above in this Article X, additional residential property and Common Area may be annexed to the Property with the consent of two-thirds (2/3) of each class of members.

ARTICLE XI - COMMUNITY STREET

11.1 Community Street. The benefit of the Access Easement is extended to any sovereign to make any reasonable or necessary use of the Community Street for furnishing fire, police, and other emergency services; making inspections, collections, and deliveries; and otherwise exercising sovereign authority in a manner consistent with any requirements of Applicable Law. Such benefit also extends to the United States Postal Service, its successors and assigns, and other public, private, or quasi-public utilities (including private delivery or communication services) to furnish services to the Properties in a reasonable manner. The foregoing does not, however, authorize the installation of any facility within the Community Street without the Association's consent. The Association may limit or prohibit use of the Community Street to anyone who does or may cause a disturbance or nuisance within the Properties, including solicitors, pamphleteers, and persons purporting to exercise First Amendment rights. The Access Easement also is subject to all of the following rights in favor of the Association, any of which may be exercised from time to time as often as the Board considers necessary, convenient, desirable, or expedient:

(a) Obstructions. To install, restore, maintain, and remove speed bumps or other devices and obstructions to control vehicular traffic within the Properties.

(b) Controlled Access. To install, restore, maintain, and remove a controlled access systems or devices or obstructions, to prevent any unauthorized entry into, or exit from, the Properties.

(c) Regulations. To adopt, amend, and enforce reasonable, uniform rules and regulations (i) controlling vehicular traffic or parking, or both, or (ii) regulating or prohibiting various types or classes of vehicles from operating on the Community Street that are not consistent with the enjoyment of the Properties as a residential community, or (iii) regulating or prohibiting any other activities in, on, or affecting the Community Street that are inconsistent with their intended use, or (iv) any combination of the foregoing. As used in this Declaration, the term "vehicle" should be interpreted in its broadest sense to include any vehicular means of transport now or hereafter devised, including bicycles and children's vehicles.

11.2. Parking. No vehicle may be parked, stored, kept, maintained, or restored on the Community Street, except (i) within any spaces from time to time designated for such use by the Association (with the Association having no duty to provide or designate any such spaces); (ii) as from time to time may be expressly permitted by the Association's rules and regulations or otherwise with the Association's advance written consent; (iii) for emergency repairs to a temporarily disabled vehicle; (iv) for reasonable deliveries, loading, unloading, and construction operations and activities with respect to any Lot; (v) as a result of police, fire, or other emergency; or (vi) in connection with reasonable social gatherings, unless the Association determines that parking on the Community Street as a result of such gatherings is creating a nuisance, when it from time to time may adopt, amend, and enforce uniform rules and regulations limiting such parking, or such gatherings, or both. Any vehicle parked in violation of the provisions of this Section, or the Association's rules and regulations (individually and collectively, the "Parking Restrictions"), may be removed by the Association at the expense of its registered owner at the instance of any officer or director of the Association, or any other person from time to time expressly authorized by the Board (collectively, an "Authorized Person").

11.3. Enforcement. Each Owner and each resident of any Lot have a non-delegable duty to the Association to advise their respective household members, contractors, guests, and other invitees of the Parking Restrictions and to enforce their compliance by any reasonable means. If any vehicle owned or controlled by any Owner, resident, household member, contractor, guest, or other invitee of any Owner or resident is properly removed from the Properties pursuant to this Article and the Association's costs of such removal, including reasonable attorneys fees, are not recovered from such Owner or resident, then the unrecovered portion may be assessed specifically against such Owner's Lot, as provided in this Declaration. Without limiting any other right or remedy, the willful refusal to remove, or permit the removal of, any vehicle parked, kept, stored, maintained, or restored in violation of the Parking Restrictions, in either event after proper demand by an Authorized Person, may be prosecuted as a trespass after warning under Applicable Law.

11.4. Traffic Control. Without limiting the preceding Sections of this Article, the Association from time to time may establish reasonable speed limits or other rules and regulations for vehicular traffic and any other activities in, upon, or about the Community Street. If (i) any Owner, resident, or any other person having a right of ingress and egress over the Community Street willfully and persistently disregards any of the Association's rules and regulations applicable to the operation of vehicles on or about the Community Street, with the result that the conduct of such person is, or reasonably may tend to become, a hazard or nuisance to any resident or any other person properly using the Community Street, and (ii) at least two-thirds of the members of the Board of Directors so find after formal notice to, and reasonable opportunity to be heard by, the person affected in a reasonably impartial manner; then, upon the occurrence of both of the foregoing, the Association may suspend such person's right to operate a vehicle upon the Community Street for a reasonable period of time not exceeding fifteen days for the first such suspension. Any operation of a vehicle on the Community Street by such person during any period of suspension may be prosecuted as a trespass after warning under Applicable Law.

11.5. Easement Limitation. No action properly taken by the Association pursuant to this Article impairs, limits, or interferes with the Access Easement. By the Plat, this Declaration, and the conveyance of the Common Area to the Association, Declarant intends to vest in the Association a sufficient right of possession in and to the Community Street to enable the Association, acting by and through any Authorized Person, to prosecute actions for trespass under Applicable Law for violation of the Parking Restrictions or, under the conditions stated in the preceding Section, for violation of the Association's other rules and regulations with respect to the operation of vehicles on or about the Community Street. No such person initiating any such action, nor the Association, is liable for malicious prosecution, defamation, other wrongful misconduct, or for any resulting loss or damage, if such person (i) has personal knowledge, or has been reliably informed, of sufficient facts to form a reasonable conclusion that a violation has occurred, and (ii) in the case of a violation of the Parking Restrictions only, attempts to notify the person apparently owning or controlling the applicable vehicle before undertaking, demanding, or authorizing its removal, as the case may be. A single attempted inquiry at the front door of the residential dwelling in front of which the vehicle apparently is parked in violation of the Parking Restrictions is sufficient compliance with the foregoing notice provision, as is posting a written notice of violation at a conspicuous place on the vehicle for a continuous period of at least one hour.

11.6. Liability. Any use of the Community Street is at the sole risk of the person making, permitting, or authorizing such use. Without limitation:

(a) Maintenance. Neither the Association, nor any of its officers, directors, members, or employees (including volunteer employees), is or are liable to any person for any loss, injury, damage, or death caused by, or resulting from, any failure to maintain or restore the Community Street, or any defect or condition in the Community Street, whether obvious or hidden, unless such defect or condition is intentionally created by or on behalf of the Association. For any failure by the Association to maintain or restore the Community Street, the Association, and not any of its officers, directors, members, or employees (including volunteer employees), is liable only for damages for impairment of the Access Easement, and not for any

resulting or consequential loss, damage, injury, or death. The foregoing limitation does not impair any right or remedy of any Owner to seek injunctive or other appropriate relief, coercing the Association to maintain or restore the Community Street as required by this Declaration.

(b) Dominion. No exercise of dominion, ownership, possession, or control over the Community Street by or on behalf of the Association, including the adoption or enforcement, or both, of rules and regulations, or the provision or operation of controlled access systems, or devices, subjects the Association or any of its officers, directors, members, agents, contractors, or employees (including volunteer employees) to any liability, unless such exercise is maliciously intended to cause loss, damage, injury, or death to any person. No failure by the Association to adopt or enforce, or both, any rules and regulations controlling the use of the Community Street, or to take any other action with respect to the Community Street, including the provision or operation of controlled access devices or systems, imposes any liability on the Association for any damage, loss, death, or injury to any person.

(c) Title. The Association is not liable, solely because of its ownership, possession, or control of the Community Street, for any act or omission of any person using or otherwise on or about the Community Street, unless the Association otherwise is liable under general principles of respondeat superior, without regard to the ownership, possession, dominion, or control of the Community Street.

(d) Children. Each Owner and resident of any Lot has a non-delegable duty to the Association to warn and prevent any children or other persons of immature, diminished, or impaired capacity that are subject to such Owner's or resident's right of control from entering or using the Community Street in a manner hazardous to any such child's or other person's safety, regardless of whether such entry or use is induced by any condition or activity on or about any of the Community Street that is attractive to a child or other person of immature, diminished, or impaired capacity.

(e) Property. The Association has no duty of care with respect to any property of any person at any time located, used, or operated on or about the Community Street, except the duty not to damage any such property maliciously.

(f) Controlled Access Installations. The Declarant or the Association, or both, may provide a pass gate or other access installation limiting access to the Properties; but neither the Declarant nor the Association has any duty to provide any controlled access installation, facility, personnel, or measures to any of the Properties. Any such installations, facilities, personnel, or measures shall be provided, if at all, for whatever value, if any, they may have; and neither the Declarant nor the Association shall represent, warrant, or otherwise be responsible for the efficacy of any such installations, facilities, personnel, or measures or be liable any resulting loss, damage, injury, or death to any person.

11.7 Declarant. If and so long as the Declarant owns at least five percent of the total Lots shown on the Plat, the Declarant may veto any of the Association's rules and regulations relating to the Community Street; and Declarant's consent also is

required for any installation upon or affecting the Community Street, including speed bumps and controlled access systems, or removal of any such installation made by Declarant.

ARTICLE XII - MISCELLANEOUS

12.1 Term and Amendment. This Declaration shall become effective upon its recordation in the Public Records of Hillsborough County, Florida, and the restrictions herein shall run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of Lots within the Property subsequently executed, and shall be binding on all parties and all persons claiming under such deeds, for a period of twenty-five (25) years from the date this Declaration is recorded, after which time the term of this Declaration shall automatically extend for successive periods of ten (10) years each, unless prior to the commencement of any such ten (10) year period, an instrument in writing, signed by a majority of the Owners of Lots within the Property, has been recorded in the Public Records of Hillsborough County, Florida, which instrument may alter or rescind this Declaration in whole or in part. Any amendment which would affect the surface water management system, including the water management portions of the Common Areas, or which would reduce the initial term of this Declaration, must have the prior approval of SWFWMD.

12.2 Enforcement. If any person, firm or corporation, or their respective heirs, personal representatives, successors or assigns shall violate or attempt to violate any of the restrictions set forth in this Declaration, it shall be the right of the Declarant, the Association or any Owner of a Lot within the Property to bring any proceedings at law or in equity against the person or persons violating or attempting to violate such restrictions, whether such proceedings aim to prevent such persons from so doing, or to recover damages, or to foreclose against the land any lien created hereunder, or otherwise, and if such person is found in the proceedings to be in violation of or attempting to violate the restrictions set forth in this Declaration, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees (including those on appeal) incurred by the party enforcing the restrictions set forth herein. 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. Failure of Declarant or any other person or entity to enforce any provision of this Declaration upon breach, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or as to any similar breach occurring prior or subsequent thereto. 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 Owners from enforcing the restrictions set forth herein.

12.3 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.

12.4 Severability. Invalidation of any term or provision of this Declaration by judgment or court order shall not affect any of the other provisions hereof which shall remain in full force and effect.

12.5 Amendment. This Declaration may be amended from time to time by recording among the Public Records of Hillsborough County, Florida, an instrument signed either by:

- (a) The Declarant, as provided in Section 29 of Article 8; or
- (b) A vote of two-thirds (2/3) of the Voting Members of each class of membership, at a meeting called for such purpose; or
- (c) By the duly authorized officers of the Association provided such amendment by the Association officers has been approved in the manner provided in Paragraph (b) of this Section.

Notwithstanding anything herein to the contrary, so long as the Declarant, or its assigns shall own any Lot no amendment shall diminish, discontinue or in any way adversely affect the rights of the Declarant under this Declaration, nor shall any amendment pursuant to (b) or (c) above be valid unless approved by the Declarant, as evidenced by its written joinder. Any amendment to this Declaration which would affect any SWMS located within the properties must have the prior approval of SWFWMD; such approval need not be recorded.

12.6 Approvals. Wherever herein the consent or approval of the Declarant or the Association is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the party from whom such consent or approval is required. In the event such party fails to act on any such written request within thirty (30) days after the same has been received, the consent or approval to the particular action sought in such written request shall be conclusively and irrefutably presumed, except that no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants herein contained other than the covenant to obtain the approval specifically requested as set forth above.

12.7 Assignment. Declarant shall have the sole and exclusive right at any time and from time to time to transfer and assign to and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant under this Declaration.

12.8 Warranties. Declarant makes no warranties, express or implied, as to the improvements located in, on or under the Common Area. Each owner of a Lot, other than Declarant, by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to acknowledge and agree that there are no warranties of merchantability, fitness or otherwise, either express or implied, made or given, with respect to the improvements in, on or under the Common Area, all such warranties being specifically excluded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has caused this Declaration to be executed this 2nd day of May, 1997.

Signed, sealed and delivered
in the presence of:

DATON INTERNATIONAL INC.
a Delaware Corporation

Claudette Keisey
Printed Name: Claudette Keisey

By Lance Ponton
President

Donna Durbin
Printed Name: DONNA DURBIN

By _____

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 2nd day of May, 1997, by Lance Ponton [personally known to me] [who has produced as identification], in his capacity as President of DATON INTERNATIONAL, INC., a Delaware corporation, on behalf of the corporation.

Donna Durbin
Notary Public
Printed Name: DONNA DURBIN
Commission No:
My Commission expires:



DONNA DURBIN
My Commission CC341058
Expires Jan. 10, 1998
Bonded by HAI
800-422-1555

JOINDER AND CONSENT
(WEEKLEY HOMES, L.P.)

The undersigned, WEEKLEY HOMES, L.P., a Delaware limited partnership, hereby joins in executing and delivering the "Declaration of Covenants, Conditions and Restrictions for Cypress Glen" to acknowledge and agree that any and all right, title, interest, estate, claim, or demand that WEEKLEY HOMES, L.P., now or hereafter may have, claim, or acquire in or to the Properties described such Declaration is, and continuously will remain, subject, subordinate, and inferior to, and bound by, the provisions of such Declaration and the related documents establishing the Homeowners Association of Cypress Glen, Inc., as a Florida corporation not for profit.

The individual executing this joinder on behalf of WEEKLEY HOMES, L.P., does so under the attached authority from a general partner holding a Requisite Interest

DATED May 2, 1997.

Signature Witnessed By:

WEEKLEY HOMES, L.P.
A Delaware Limited Partnership

Donna Durbin
Print Name: DONNA DURBIN

By: DM WEEKLEY, INC.
General Partner

Robert L. Allison
Print Name: ROBERT L. ALLISON

By: Randall Braden
RANDALL BRADEN
Division President - Tampa

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

(Use BLACK Ink!)
(Complete/Correct State/County)

The execution of the foregoing instrument was acknowledged before me 5/2/1997 1997, by RANDALL BRADEN, who either is personally known to me or who produced his _____ driver's license for identification, in his capacity as Division President of DM WEEKLEY, INC., a Delaware corporation, on behalf of the corporation in its capacity as general partner of WEEKLEY HOMES, L.P., a Delaware limited partnership, on behalf of the partnership.

(PRINT The Following Unless Shown On A STAMP SEAL)



DONNA DURBIN
My Commission CC341058
Expires Jan. 10, 1998
Bonded by HAI
800-422-1655

Commission No. _____
Commission Expires: _____
Name: DONNA DURBIN

Donna Durbin
NOTARY Public (Sign Above & SEAL)

WEEKLEY HOMES, L.P.

CONSENT OF GENERAL PARTNER

April 28, 1997

The undersigned, being a general partner of Weekley Homes, L.P. (the "Partnership") and a holding Requisite Interest, as that term is defined in the Limited Partnership Agreement of Weekley Homes, L.P. dated as of November 15, 1996 (the "Agreement"), and therefore having the authority under the Agreement to authorize the actions contemplated by this Consent, hereby authorizes the following actions and, where necessary, directs the appropriate officers of the Partnership to take whatever action may be necessary and appropriate to effectuate or accomplish the following:

1. Randy Braden (Division President - Tampa) is authorized to sign all documentation necessary to record the plat and establish deed restrictions for the proposed Cypress Glen community in Hillsborough County, Florida.

DM WEEKLEY, INC., General Partner

By: David M. Weekley
President

971007 15 PM 11

ARTICLES OF INCORPORATION
OF
HOMEOWNERS ASSOCIATION OF CYPRESS GLEN, INC.

In compliance with the requirements of Chapter 617, *Florida Statutes*, the undersigned, being a resident of the State of Florida and of full age, hereby forms a corporation not for profit in accordance with the laws of the State of Florida, and certify as follows:

ARTICLE I - NAME

The name of this corporation is HOMEOWNERS ASSOCIATION OF CYPRESS GLEN, INC., hereinafter called the "Association".

ARTICLE II - PRINCIPAL OFFICE

The initial principal office of this Association shall be located at 9420 Lazy Lane, Suite E3, Tampa, FL 33614, which office may be changed from time to time by action of the Board of Directors.

ARTICLE III - REGISTERED OFFICE AND AGENT

The name and street address of the initial registered agent and office of the Association shall be ROBERT L. ALLISON, 9420 Lazy Lane, Suite E3, Tampa, FL 33614.

ARTICLE IV - PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to its members. The specific purposes for which it is formed are to promote the health, safety, and general welfare of the residents within the property platted or to be platted as CYPRESS GLEN, Section 21, Township 28 South, Ranger 18 East, Hillsborough County, Florida, herein called the "Properties", and any additions thereto as may hereafter be brought within the jurisdiction of this Association.

The purposes of this Association shall include, without limitation of the foregoing, the operation, maintenance and architectural control of the Lots and Common Area within the Properties, including without limitation any Surface Water Management System (hereinafter referred to as "SWMS"), lakes, retention areas, culverts, and/or related appurtenances which may be located within the Properties, and carrying out, enforcing and otherwise fulfilling its rights and responsibilities under and pursuant to that certain Declaration of Covenants, Conditions and Restrictions relating to the Properties now or hereafter recorded among the Public Records of Hillsborough County, Florida, and any amendments or modifications thereof, herein together called the "Declaration." For the foregoing purposes, this Association is empowered to:

(1) exercise all of the powers and privileges, and to perform all of the duties and obligations of the Association as set forth in the Declaration as the same may be amended from time to time as therein provided;

(2) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, together with legal interest, reasonable late charges, and costs of collection (including, without limitation, reasonable attorneys' fees) and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of this Association, including all license fees, taxes, or governmental charges levied or imposed against the real or personal property of this Association;

(3) acquire, either by gift, purchase or otherwise, and to own, hold, improve, build upon, operate, maintain, convey, sell, lease or transfer, or otherwise dispose of real or personal property, or interests therein, in connection with the affairs of this Association;

(4) borrow money, and upon two-thirds (2/3) vote of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(5) dedicate, sell, or transfer all or any part of this Association's property to any public body or governmental agency or authority, or any public or private utility for such purposes and subject to such conditions as may be agreed to by the members;

(6) grant easements as to the Common Area to public and private utility companies, and to public bodies or governmental agencies or other entities or persons, without cost or charge, where convenient, desirable or necessary in connection with the development of the Properties, and the providing of utility and other services thereto;

(7) participate in mergers and consolidations with other non-profit corporations organized for similar purposes, provided that any such merger or consolidation shall have been approved by a two-thirds (2/3) vote of each class of members;

(8) adopt, alter, amend, and rescind reasonable rules and regulations from time to time, which rules and regulations shall be consistent with the rights and duties established by the Declaration and with the provisions of these Articles of Incorporation;

(9) contract for the maintenance and management of the Common Area and to authorize a management agent to assist the Association in carrying out its powers and duties under the Declaration;

(10) to adopt such annual budgets as are necessary to carry out the provisions of the Declaration; and

(11) have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617, Florida Statutes by law may now or hereafter have or exercise.

ARTICLE V - MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by the provisions of the Declaration to assessment by this Association, shall be a member of this Association. The foregoing does not include persons or entities who hold a leasehold interest or an interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him. Membership shall be appurtenant to and may not be separated from ownership of any Lots which are subject to assessment, and shall be automatically transferred by the conveyance of that Lot. DATON INTERNATIONAL, INC., a Delaware corporation, its successors and assigns as provided in the Declaration, is the "Declarant" and shall be a member of the Association so long as it owns one (1) or more Lots.

B. Membership Classifications. The Association shall have two classes of voting membership, Class A, and Class B. All votes shall be cast in the manner provided in the Bylaws. The two classes of voting memberships, and voting rights related thereto, are as follows:

(1) Class A. Class A members shall be all Owners of Lots subject to assessment; provided, however, so long as there is Class B membership the Declarant shall not be a Class A member. When more than one person or entity holds an interest in any Lot, the vote for such Lot shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to such Lot nor shall any split vote be permitted with respect to such Lot. Every Owner of a Lot within the Properties, who is a Class A member, shall be entitled to one (1) vote for that Lot.

(2) Class B. The Class B member of the Association shall be the Declarant until such Class B membership is converted to Class A at Declarant's option or as hereinafter set forth. Class B Lots shall be all Lots, owned by the Declarant which have not been converted to Class A as provided below. The Declarant shall be entitled to three (3) votes for each Class B Lot which it owns.

C. Termination of Class B. From time to time, Class B membership may cease and be converted to Class A membership, and any Class B Lots, then subject to the terms of this Declaration shall become Class A Lots, upon the happening of any of the following events, whichever occurs earliest:

- (1) When 75% of the Lots are conveyed to Owners, other than Declarant; or
- (2) On December 31, 2003; or
- (3) When the Declarant waives in writing its right to Class B membership.

Notwithstanding the foregoing, if at any time or times subsequent to any such conversion, additional land is added by the Declarant pursuant to Article X of the Declaration, such additional land shall automatically be and become Class B Lots. In

11. "Voting Member" shall mean the owner authorized to cast the vote for a Lot as set forth in the Declaration.

All other terms used herein and defined in the Declaration shall have the definition set forth in the Declaration.

ARTICLE III - MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held during the same month of each year thereafter, on such day and at such time as may be directed by the Board of Directors from time to time. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meeting. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A Voting Members. So long as there is Class B membership, the Declarant also may call special meetings of the Members.

Section 3. Notice of Meeting. Written notice of each meeting of the members shall be given by, or at the direction of the Secretary of the Association or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Members' address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership, so long as there is Class B membership, shall constitute a quorum for any action except as otherwise may be provided in the Articles, the Declaration, or these Bylaws. From and after the termination of Class B membership, the presence Members entitled to cast, or of proxies entitled to cast, one third (1/3) of the votes of the Class A membership shall constitute a quorum for any action except as otherwise may be provided in the Articles, the Declaration, or these Bylaws.

If such quorum shall not be present or represented at any meeting, the Members entitled to vote at such meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented by proxy.

Section 5. Proxies. At all meetings of Members, each Voting Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease as to any Lot upon conveyance by the Member owning such Lot.

Section 6. Place. All members Meetings shall be held within the State of Florida as may be directed by the Board of Directors.

ARTICLE IV - BOARD OF DIRECTORS

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors, which so long as Class B membership exists, shall consist of three (3) directors. Directors shall be members of the Association; provided, however, that so long as Class B membership shall exist, Directors need not be Members of the Association. The Members, by majority vote at which a quorum is present at an annual or special meeting, may increase the number of Directors to any odd number up to nine (9); however, there shall never be less than three (3) Directors.

Section 2. Term of Office. The initial Board of Directors designated in the Articles of Incorporation shall serve until Class B membership has ceased and been converted to Class A membership and until the first annual membership meeting thereafter, at which time the members shall elect three (3) directors. Directors elected at the first such annual membership meeting and thereafter shall serve for a period of one year. A Director shall continue in office until his successor shall be elected and qualified, unless he sooner dies, resigns, or is removed, or otherwise disqualified to serve; provided, however, that so long as there is Class B membership, the Declarant shall have the right to name Directors.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of both classes of membership. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor; provided, however, that so long as there is Class B membership, the Declarant shall have the right to name successor Directors.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V - NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot unless unanimously waived by the voting members present at the meeting. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI - MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held as the Board may from time to time establish at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meeting. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than (3) days notice to each Director. So long as there is Class B membership, the Declarant also may call special meetings of the Board of Directors.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) declare the office of a member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration, and

(c) appoint a successor to fill the unexpired term of any vacant director, even if the remaining director(s) is less than a quorum or majority of the Board of Directors; provided, however, any vacancies shall be filled by the Declarant, so long as there is Class B membership.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.

(2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after the date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE VIII - OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Officers need not be Members of the Association. The Secretary and Treasurer may, in the discretion of the Board, be combined to one office called Secretary/Treasurer.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasure may be held by the Same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes and may affix the corporate seal as may be required on any document.

(b) Vice President: The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it, if the President does not, on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of accounts; if directed by the Board of Directors, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX - COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out purposes of the Association.

ARTICLE X - BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI - ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessments shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-usage or abandonment of his Lot.

ARTICLE XII - CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the name of the Association, the year and state of incorporation and the words "Corporation not for profit."

ARTICLE XIII - AMENDMENT

Section 1. These Bylaws may be amended, from time to time, at a regular or special meeting of the members, by the assent of a majority of the aggregate Class A votes and Class B votes outstanding and duly qualified to vote at the time such amendment is made.

Section 2. Amendments to these Bylaws may be proposed in writing, by the Board of Directors or by a written resolution signed by not less than ten (10) Class A members. HUD/VA, for so long as there is a Class B membership, shall have the right to veto amendments to these Bylaws, as shall the Declarant.

ARTICLE XIV - CONFLICTS

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

IN WITNESS WHEREOF, we, being all of the Directors of HOMEOWNERS ASSOCIATION OF CYPRESS GLEN, INC., have hereunto set our hands this 2nd day of May, 1996.

Robert L. Allison
Robert L. Allison, Director

Lance Ponton
Lance Ponton, Director

Randall Braden
Randall Braden, Director

CERTIFICATION

I, Lance Ponton, do hereby certify that:

I am the duly elected and acting Secretary of HOMEOWNERS ASSOCIATION OF CYPRESS GLEN, INC., a Florida corporation not for profit and,

The foregoing Bylaws constitute original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 2ND day of MAY 1997,

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 2ND day of MAY, 1997.

Lance Ponton
Lance Ponton, Secretary