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This instrument prepared by and to be returned to:  
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Clearwater, FL 34616  
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RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

SEP 20  
1994

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**WINDSOR PARK AT THE EAGLES**

THIS DECLARATION, made on the date hereinafter set forth by U.S. HOME CORPORATION, a Delaware corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Hillsborough County, Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Declarant desires to create an exclusive residential community known as "WINDSOR PARK AT THE EAGLES" on the Exhibit "A" land; 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; and, to this end, the Declarant desires to subject the real property described in Exhibit "A" 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, WINDSOR PARK AT THE EAGLES HOMEOWNERS ASSOCIATION, 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);

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NOW, THEREFORE, the Declarant, hereby declares that the real property described in the attached Exhibit "A" shall be held, transferred, sold, conveyed and occupied subject to the following covenants, restrictions, easements, conditions, charges and liens hereinafter 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 thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I - DEFINITIONS

Section 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.

Section 2. "Articles" shall mean the Articles of Incorporation of the WINDSOR PARK AT THE EAGLES HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation.

Section 3. "Association" shall mean and refer to WINDSOR PARK AT THE EAGLES HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns.

Section 4. "Board" shall mean the Board of Directors of the Association.

Section 5. "Bylaws" shall mean the Bylaws of the Association.

Section 6. "Common Area" shall mean all real property (including the improvements thereon) now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Area is described on Exhibit "B" attached hereto and incorporated herein by reference.

Section 7. "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, medians and shoulders of collector and arterial roadways, certain boundary walls and entrance signs, and street lighting on collector and arterial roadways.

Section 8. "Declarant" shall mean and refer to U.S. HOME CORPORATION, a Delaware corporation, its successors and assigns. It shall not include any person or party who purchases a Lot from U.S. HOME CORPORATION, unless, however, such purchaser is specifically assigned as to such property by separate recorded instrument,

some or all of the rights held by U.S. HOME CORPORATION as Declarant hereunder with regard thereto.

Section 9. "Declaration" shall mean and refer to this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINDSOR PARK AT THE EAGLES and any amendments or modifications thereof hereafter made from time to time.

Section 10. "Dwelling" shall mean and refer to each and every single family residential unit constructed on any lot.

Section 11. "FHA" shall mean and refer to the Federal Housing Administration.

Section 12. "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.

Section 13. "FNMA" shall mean and refer to the Federal National Mortgage Association.

Section 14. "GNMA" shall mean and refer to the Government National Mortgage Association.

Section 15. "Institutional Lender" shall mean and refer to 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, or any other institutional lender.

Section 16. "Institutional Mortgage" shall mean and refer to any mortgage given or held by an Institutional Lender.

Section 17. "Interpretation" Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation". The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

Section 18. "Lot" shall mean and refer to the least fractional part of the subdivided lands within any duly recorded plat of any subdivision which prior to or subsequently to such platting is made subject hereto and which has limited fixed boundaries and an assigned number, letter or other name through which it may be identified; provided, however, that "Lot" shall not mean any Common Area.

Section 19. "Master Association" shall mean and refer to THE EAGLES MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

Section 20. "Master Declaration" shall mean and refer to the DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS BY THE EAGLES, LTD., as recorded in Official Records Book 5301, Page 230, Public Records of Hillsborough County, Florida, and any duly recorded amendments thereto.

Section 21. "Master Plan" shall mean and refer to the Master Development Plan for THE EAGLES on file with the planning and zoning department of Hillsborough County, and as the same may be amended or modified from time to time.

Section 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.

Section 23. "Plat" shall mean and refer to the Plat of WINDSOR PARK AT THE EAGLES, recorded in Plat Book 74 at pages 3-1 through 3-4, Public Records of Hillsborough County, Florida.

Section 24. "Properties" shall mean and refer to that certain real property described on attached Exhibit "A", and made subject to this Declaration.

Section 25. "VA" shall mean and refer to the Veterans Administration.

## ARTICLE II - PURPOSE

Section 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 and streets within the Properties; to maintain and repair the exterior 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; to pay for the costs of street lighting for

Common Areas, streets within the Properties, or other areas designated by the Board of Directors, 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.

Section 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 documents necessary to evidence the acceptance of such Common Areas.

Section 3. Boundary Walls. The Declarant may construct a border wall along all or part of some or all of the arterial and collector streets within the Properties or streets bounding its perimeter. Such walls (the "Boundary Walls") 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 Common Areas, the Association shall maintain and repair at its expense such Boundary Walls, if any.

Section 4. Easement for Maintenance. The Declarant hereby reserves to itself and grants to the Association, its agents and contractors a non-exclusive perpetual easement as to all land adjacent to streets within the Properties or streets bounding the perimeter thereof to the extent reasonably necessary to discharge the duties of Boundary Wall maintenance under this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times upon reasonable notice whenever the circumstances permit.

Section 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 walls as constructed, repaired or reconstructed.

Section 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 a Common Expense, except for those areas to be maintained by the Master Association, in accordance with Article II of the Master Declaration.

ARTICLE III - PROPERTY RIGHTS

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

(c) 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) 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) The right of the Association to grant easements as to the Common Area or any part thereof as provided by its Articles; and,

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

Section 2. 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.

Section 3. 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.

Section 4. 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.

Section 5. Animals. No animals shall be permitted on or in the Common Area at any time except as may be provided in the Rules and Regulations of the Association.

Section 6. 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.

Section 7. 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.

Section 8. 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.

Section 9. 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

Section 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. Member-

ship 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.

Section 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, 1999; or
- (iii) 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 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

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

## ARTICLE VI - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 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 and 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.

Section 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 costs 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.

Section 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 Two Hundred Dollars (\$200.00).

(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 fifteen percent (15%) 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 3(a) 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.

Section 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 purpose 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.

Section 5. Notice of Meeting and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any members meeting called for the purpose 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.

Section 6. Declarant's Common Expenses 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.

Section 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.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments for Common Expenses shall commence as to all Lots subject thereto upon the conveyance of the first lot from the Declarant to its purchaser. 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 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 Lot; 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 secured by the lien created by this Article VI.

Section 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, 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.

Section 15. 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 AND VA APPROVAL

Section 1. General Plan of Development. The Declarant has on file at its business office, presently located at 311 Park Place Blvd., Suite 600, Clearwater, FL 34619, 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.

Section 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.

Section 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.

#### ARTICLE VIII - USE RESTRICTIONS

Section 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, except that more than one Lot may be used for one dwelling, in which event, all Restrictions shall apply to such Lots as if they were a single Lot, subject to the easements indicated on the Plat and the easement reserved in Section 4 of this Article.

Section 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 six (6) feet from a Side Yard Line or nearer than twenty-five (25) feet from a Rear Yard Line, as to Lots located on the perimeter of the Properties, or nearer than fifteen (15) feet from a Rear Yard Line, as to Lots not located on the perimeter of the Properties. A swimming pool may not be located in the Front Yard of any Lot. The terms "Structure", "Street Line", and "Front Yard", 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. The terms, "Side Yard Line" and "Rear Yard Line" are as used in Exhibit "D" attached hereto and incorporated herein by reference. Above ground swimming pools are prohibited.

Section 3. Dwelling. No dwelling shall have a floor square foot area of less than one thousand five hundred (1,500) square feet, exclusive of screened area, open porches, terraces, patios and garages. All dwellings shall have at least one (1) inside bath. 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. No dwelling shall exceed two and one-half (2 1/2) stories nor thirty-five (35) feet in height. All dwellings shall be constructed with concrete driveways and grassed front, side and rear lawns, provided that 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.

#### Section 4. Easements.

(a) Perpetual easements for the installation and maintenance of utilities and drainage areas are hereby reserved both to Declarant and Hillsborough County in and to all utility easement 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 easements areas), and Declarant 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. Within 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 of the use and maintenance of the easement areas or any utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of drainage water in any easement areas, or which may reduce the size of any water retention areas constructed by Declarant in such easement areas. The easement areas of each Lot, whether as reserved hereunder or as shown on the Plat, and all improvements in such easement areas shall be maintained continuously by the Owner of the Lot upon which such easement exists, except for those improvements for which a public authority or utility company is responsible. With regard to specific easements for drainage shown on the Plat, the Declarant shall have the right, without any obligation imposed thereby, to alter or maintain drainage facilities in such easement areas, including slope control areas.

(b) The Declarant may designate certain areas of the Properties as "Drainage Easements" on the final plat. No permanent improvements or structures shall be placed or erected upon the Drainage Easements. 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 such Drainage Easements. This Paragraph shall not apply to Declarant if such improvements by it are approved by Hillsborough County.

(c) The Declarant, for itself and its successors and assigns and for the Association hereby reserves an easement ten (10) feet wide running along the rear or



side lot line, as the case may be, of any Lot which is parallel to and adjacent to any arterial and/or collector roads and streets 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 exterior portions of such wall or fence and monuments in a neat and aesthetic condition. It shall be the obligation of the Lot Owner whose Lot abuts such portion of the wall or fence to paint and otherwise maintain the surface of the wall or fence. The level of maintenance and repair as well as color of paint shall be consistent with the level of maintenance and repair and color applied to the exterior surfaces of such wall, fence or monument. 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 a Lot Owner 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 his Lot and partially on the abutting right-of-way, or Common Area, as the case may be. In such event, for the purpose of the Lot Owners' obligation hereunder, such wall or fence will be deemed located entirely within the Lot boundary. If an Owner shall fail to undertake any maintenance, repair, upkeep or painting pursuant to this Article VIII, then the Declarant or the Association, after giving such Owner at least ten (10) days written notice, shall be authorized, but shall not be obligated, to undertake such work at the Owner's expense. Entry upon an Owner's Lot for such purpose shall not constitute a trespass. If such work is undertaken by the Association, the charge therefor shall be specially assessed against the Lot and secured by a lien thereon as provided by Section 14 of Article VI. The specific rights granted by this Section are in addition to, and not exclusive of, those rights or remedies which may be otherwise available to the Association, or other parties.

(d) Association and Owners consent hereby to an easement for utilities, including but not limited to telephone, gas, water and electricity, sanitary sewer service, and irrigation and drainage in favor of all lands which abut the Properties, their present Owners and their successors and assigns. The easement set forth in this Paragraph shall include the right to "tie in", join and attach to the existing utilities, sanitary sewer service, irrigation and drainage in the Properties so as to provide access to these services to said abutting lands directly from the Properties.

(e) The Board of Directors 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.

(f) 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.

(g) 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.

(h) Notwithstanding anything in this Section to the contrary, no easement granted by this Section shall exist under the outside perimetrical boundaries of any residential structure or recreational building originally constructed by the Declarant on any portion of the Properties.

Section 5. Use of Accessory Structures. Other than the dwelling and its attached garage, no tent, shack, barn, utility shed or building shall, at any time, be erected and used on any Lot temporarily or permanently, whether as a residence or for any other purpose; provided, however, 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.

Section 6. Commercial Uses and Nuisances. No trade, business, profession or other type of commercial activity shall be carried on upon any Lot, except as hereinafter provided for Declarant and except that real estate brokers, Owners and their agents may show dwellings for sale or lease; nor shall anything be done on any Lot which may become a nuisance, or an unreasonable annoyance to the neighborhood. Every person, firm or corporation purchasing a Lot recognizes that Declarant, its agents or designated assigns, have the right to (i) use Lots or houses erected thereon for sales offices, field construction offices, storage facilities, general business offices, and (ii) maintain fluorescent lighted or spotlight furnished model homes in the Properties open to the public for inspection seven (7) days per week for such hours as are deemed necessary. Declarant's rights under the preceding sentence shall terminate on December 31, 1999, unless prior thereto Declarant has indicated its intention to abandon such rights by recording a written instrument among the Public Records of Hillsborough County, Florida. It is the express intentions of this Section that the rights granted Declarant to maintain sales offices, general business offices and model homes shall not be restricted or limited to Declarant's sales activity relating to the Properties, but shall benefit Declarant in the construction, development and sale of such other property and Lots which Declarant may own.

Section 7. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that cats, dogs, and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes; provided further 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

no more than a total of two (2) animals may be kept on any Lot. Each dog must be on a leash when the dog is outside of the Owner's Lot.

Section 8. Fences, Walls and Hedges. Except as to fences, walls or hedges originally constructed or planted by Declarant, if any, no fences, walls or hedges of any nature may be erected, constructed or maintained upon any Lot within any areas of a Lot designated as "areas where fences are prohibited" in Exhibit "E"; provided, however, that no fence, wall or hedge shall be erected or permitted on a Lot in any location thereon where Declarant has erected a privacy fence or monument as provided in Subsection 4(c) of this Article. As to any fence, wall or hedge erected or maintained pursuant to this Paragraph, such fence, wall or hedge may be constructed or maintained to a height not to exceed six (6) feet. Such fences shall only be made of cypress or other wood materials and must be kept in good condition and repair. No fence, wall or hedge may be constructed or maintained between a Front Street Line and the Front Dwelling Line. Notwithstanding the foregoing, a decorative wall or entrance forward of the Front Dwelling Line or forward of a Side Dwelling Line fronting a Side Street Line shall be permitted if constructed at the same time as the original dwelling on the Lot as part of the dwelling's elevation or design. Construction or planting of any fence, wall or hedge must be approved in accordance with Article IX of this Declaration.

Section 9. Vehicles. No motor vehicles shall be parked on the Properties except on a paved or concrete driveway or in a garage. No motor vehicles which are primarily used for commercial purposes, other than those present on business, nor any trailers, may be parked on the Properties unless inside a garage and concealed from public view. Boats, boat trailers, campers, commercial trucks, commercial vans, motorcycles and other recreational vehicles shall be parked inside of garages and concealed from public view.

Section 10. Storage. No Lot shall be used for the storage of rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers properly concealed from public view.

Section 11. Clothes Hanging and Drying. All outdoor clothes hanging and drying activities shall be done in a manner so as not to be visible from any Front Street or Side Street or any adjacent or abutting property and are hereby restricted to the areas between the Rear Dwelling Line and the Rear Yard Line and, in the cases of Lots bordering a Side Street, to that portion of the aforescribed area which is not between the Side Street and the Side Dwelling Line. All clothes poles shall be capable of being lifted and removed by one (1) person in one (1) minute's time and shall be removed by the Owner when not in actual use for clothes drying purposes.

Section 12. Antennas and Satellite Dishes. No exterior radio, TV satellite dishes or other electronic antennas or aerials shall be allowed, unless installed in attics or garages and concealed from the public view.

Section 13. Street Lighting. In accordance with Article I, Section 7 and Article II, Section 1, hereof, the cost of street lighting shall be a common expense of the Association.

Section 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. If an Owner of a Lot fails, in Board's sole discretion, to maintain their Lot 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. 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. No newspaper, aluminum foil, reflective film, nor any other material, other than usual and customary window treatments, shall be placed over the windows of any Dwelling.

Section 15. Signs. Except as otherwise provided in this Declaration, no signs of any nature whatsoever shall be erected or displayed upon any of the Properties other than by Declarant, except when express prior written approval of the size, shape, content and location thereof has been obtained from the Association. Every Owner has the right, without the consent of the Association, to place upon his Lot one (1), but only one (1), professionally made sign which shall not be larger than six (6) square feet and which shall contain no wording other than "For Sale" or "For Rent", the name and address of one (1) registered real estate broker and a phone number of Owner or his agent. Notwithstanding anything to the contrary, Declarant, its successors, agents or designated assigns, shall have the exclusive right to maintain signs of any type and size and for any purpose in the Properties.

Section 16. 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 16 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.

Section 17. Ponds, Wetland Regulation.

(a) In no event, shall any pond, lake, retention area, or any body of water which may be located within the Properties be used for swimming, bathing, fishing or boating purposes.

(b) As to portions of the Property which have a boundary contiguous to any lake or other body of water within the Development, the following restrictions shall be applicable:

(1) No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on the shores of any lake or body of water unless erected by Declarant, its successors and assigns, subject to any and all governmental approvals and permits that may be required.

(2) The Association shall be responsible for the water quality and beds of all private lakes and/or bodies of water (to the edge of the water).

(3) No boat, boat trailer, or vehicular parking or use of the lake slope or shore areas shall be permitted.

(4) No solid or liquid waste, litter or other materials may be discharged into/onto or thrown into/onto any lake or other body of water or on the banks thereof.

(c) No Owner shall remove native vegetation that becomes established within any wet detention pond, lake or any body of water within the Properties.

(d) No Owner may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, drainage easements and upland conservation areas described in the recorded Plat.

Section 18. Golf Course. An easement to permit the doing of every act necessary and proper to the playing of golf on the golf course adjacent to some of the Lots is hereby reserved to each Owner, guest, invitee, and any other person properly

permitted to use the golf course. These acts shall include, but not be limited to, the recovery of golf balls anywhere within the Properties, provided such golf balls can be recovered without damage to the Properties; the flight of golf balls over and upon any Lot; the use of necessary and usual equipment upon such golf course; the usual and common noise level created by the playing of the game of golf; together with all other common and usual activities associated with the game of golf and with all the normal and usual activities associated with the operation of a country club. Any Owner who purchases a Lot adjacent to the golf course shall be deemed to have assumed the risk of any damage to his residence, any part of any building, hedge, landscaping, fence, wall or any type or kind of permanent structure located on his Lot, and any item of Owner's personal property located anywhere within the Properties or the Owner's Lot, caused accidentally by golf balls, and the liability of such shall be solely and exclusively that of the Owner.

Section 19. 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

Section 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 the Board of the Association or a committee duly appointed by said Board for these purposes, except that Declarant need not obtain approval from the Board for any construction or work which it undertakes on any portion of the Properties. The Board 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 311 Park Place, Suite 600, Clearwater, Florida 34619, 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 Board shall be deemed approved.

Section 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 - GENERAL PLAN OF DEVELOPER

Section 1. Deed Restrictions. In addition to this Declaration, the Declarant may record for parts of the Properties additional deed restrictions applicable thereto either by master instrument or individually recorded instruments. Such deed restrictions may vary as to different parts of the Properties in accordance with the Declarant's development plan and the location, topography and intended use of the land made subject thereto. To the extent that part of the Properties is made subject to such additional deed restrictions, such land shall be subject to additional deed restrictions and this Declaration. The Association shall have the duty and power to enforce such deed restrictions if expressly provided for therein, and to exercise any authority granted to it by them. Nothing contained in this Section 1 shall require the Declarant to impose uniform deed restrictions or to impose additional deed restrictions of any kind on all or any part of the Properties.

Section 2. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded in the public records of Hillsborough County, Florida, after which time the covenants, conditions and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such twenty five (25) year period, or each successive ten (10) year period, an instrument signed by the then owners of eighty percent (80%) of the Lots agreeing to terminate the covenants, conditions and restrictions at the end of such twenty-five (25) year or ten (10) year period has been

recorded in the public records of Hillsborough County, Florida. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change. This Section may not be amended.

**Section 3. Enforcement.** The Association, the Declarant and any Owner, shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or as may be expressly authorized by deed restrictions as described in Section 1 of this Article. Failure of the Association, Declarant, or any Owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration or such deed restrictions, 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 them. Declarant and Association shall not be obligated to enforce this Declaration or such deed restrictions and shall not in any way or manner be held liable or responsible for any violation of this Declaration or such deed restrictions by any person other than itself.

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

**Section 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 6 of this Article; 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.



**Section 6. Exception.** Notwithstanding any provision of this Article to the contrary, the Declarant shall have the right to amend this Declaration, from time to time, for a period of seven (7) years from the date of its recording to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, or any other governmental agency or body as a condition to, or in connection with such agency's or body's agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots or any other amendment which Declarant deems necessary provided such amendment does not destroy or substantially alter the general plan or scheme of development of the Properties. Any such amendment shall be executed by the Declarant and shall be effective upon its recording in the Public Records of Hillsborough County, Florida. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment.

**Section 7. Master Association.** In addition to the terms of this Declaration, and the Articles and Bylaws of the Association, all Lots are also subject to the terms and provisions of the DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS BY THE EAGLES, LTD., recorded in Official Records Book 5301, Page 230, Public Records of Hillsborough County, Florida, together with all amendments thereof now or hereafter made, called the "Master Declaration". All Owners automatically become members of the Master Association and are subject to the Master Declaration, Articles of Incorporation, Bylaws and rules and regulations thereof in effect from time to time. Pursuant to the Master Declaration, assessments are due and charges are levied by the Master Association, payment of which is secured by a lien on the Owner's Lot. Each Lot Owner, by the acceptance of a deed or otherwise acquiring title to a Lot thereby does agree to responsibilities and obligations as a member of the Master Association, including the payment of such assessments, dues and charges as shall be levied thereby.

**Section 8. FNMA Requirements.** Upon written request to the Association, identifying the name and address of the Institutional Lender, or insurer or guarantor thereof and the Lot number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of any Lot on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

(b) any delinquency in the payment of assessments or charges owed by any Owner of a Lot subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;

(c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) any proposed action which would require the consent of a specified percentage of mortgage holders.

Section 9. 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.

Section 10. Assignments. 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 by any part or paragraph of this Declaration or under the provisions of the plat. If at any time hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant under the provisions hereof, the same shall be vested in and exercised by a committee to be elected or appointed by the Owners of a majority of Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid.

Section 11. Withdrawal. Anything herein to the contrary notwithstanding, the Declarant reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Properties from the provisions of this Declaration.

Section 12. 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.

Section 13. FHA/VA/FNMA Approval. As long as there is a Class B membership, and provided FHA or VA approval is sought by Declarant, the following actions will require the prior approval of the FHA or VA: annexation of additional properties, dedication of Common Area, and amendment of this Declaration, the Articles and/or Bylaws.

Section 14. Annexation.

a. Additions to Properties and General Plan

(1) Additions to the Properties. Additional land, which is described on Exhibit "C" attached hereto and incorporated herein by reference, may be brought within the jurisdiction and control of the Association in the manner specified in this Section 14 and made subject to all the terms of this Declaration as if part of the Properties initially included within the terms hereof, provided such is done within twelve (12) years from the date this instrument is recorded and provided further that if FHA or VA approval is sought by Declarant, the VA or FHA approves such action. Notwithstanding the foregoing, however, under no circumstances shall the Declarant be required to make such additions, and until such time as such additions are made to the Properties in the manner hereinafter set forth, no other real property owned by the Declarant or any other person or party whomsoever, other than the Properties, shall in any way be affected by or become subject to the Declaration. Any land which is added to the Properties as provided in this Article shall be developed only for use as designated on the Master Plan, subject to Declarant's rights to modify, unless FHA or VA approval has been sought by Declarant and subsequent to that approval being obtained the VA or FHA shall approve or consent to an alternate land use. All additional land which pursuant to this Article is brought within the jurisdiction and control of the Association and made subject to the Declaration shall thereupon and thereafter be included within the term "Properties" as used in this Declaration.

Notwithstanding anything contained in this Section and in said Master Plan, the Declarant neither commits to, nor warrants or represents, that any such additional development shall occur.

(2) General Plan of Development. The Declarant has heretofore submitted to the Hillsborough County Planning and Zoning Department a plan of development (the "Master Plan") for the land which may become subject to this Declaration, showing a general indication of the size and location of additional developments which may be added in subsequent stages and proposed land uses in each; the approximate size and location of Common Area for each stage; and the general nature of any proposed Common Area facilities and improvements. Such Master Plan shall not bind the Declarant to make any such additions or adhere to the Master Plan. Such Master Plan may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued.

b. Procedure for Making Additions to the Properties. Additions to the Properties may be made, and thereby become subject to this Declaration by, and only by, one of the following procedures;

(1) Additions in Accordance with a Master Plan of Development. The Declarant shall have the right from time to time in its discretion and without need for consent or approval by either the Association or its members, to bring within the jurisdiction and control of the Association and make subject to the scheme of this

Declaration additional land, provided that such additions are in accordance with the Master Plan or any amendments or modifications thereof.

(2) Mergers. Upon a merger or consolidation of the Association with another non-profit corporation as provided in its Articles, its property (whether real, personal or mixed), rights and obligations may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the Property, rights and obligations of the other non-profit corporation may, by operation of law, be added to the property, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other land as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Properties. No such merger or consolidation shall be effective unless approved by eighty percent (80%) of the vote of each class of members of the Association present in person or by proxy at a meeting of members called for such purpose, and, if VA or FHA approval has been sought by Declarant, by the VA or FHA.

c. General Provisions Regarding Additions to the Properties.

(1) The additions authorized under Section b(1) of this Article 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 the covenants and restrictions of this Declaration to such land, except as hereinafter provided in Section c(4). Such Supplement need only be executed by the Declarant and shall not require the joinder or consent of the Association or its members. Such Supplement may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted use thereof. In no event, however, shall such Supplement revoke, modify or add to the covenants established by this Declaration as such affect the land described on the attached Exhibit A.

(2) Regardless of which of the foregoing methods is used to add additional land to that subject to the terms and provision of this Declaration, no addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Area as established hereunder except to grant to the owners of the lands being added to the Properties the right to use the Common Area according to the terms and conditions as established hereunder, and the right to vote and be assessed as herein after provided.

(3) Prior to the addition of any land pursuant to Section b(1) of this Article, the Declarant shall submit to VA or FHA plans for the development thereof, if Declarant has sought VA or FHA approval.

(4) Notwithstanding anything to the contrary contained in this Article or elsewhere in this Declaration, so long as U.S. Home Corporation, its successors or assigns, shall only hold an option to purchase, and not have fee simple title to, any land which is proposed to be added to the Properties, such land may not be added to the Properties pursuant to this Article without the joinder of the fee simple owner thereof and the joinder of the holders of all mortgage liens, if any, thereon.

(5) Nothing contained in this Article shall obligate the Declarant to make any additions to the Properties.

d. Voting Rights of the Declarant as to Additions to the Properties. The Declarant shall have no voting rights as to the lands it proposes to add to the Properties until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. Upon such land or portion thereof being added to the Properties, the Declarant shall have the Class B voting rights as to the Lots thereof as is provided by this Declaration.

e. Assessment Obligation of the Declarant as to Additions to the Properties. The Declarant shall have no assessment obligation as to the land it proposes to add to the Properties until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. At such time, the Declarant shall have the assessment obligation with regard to Lots which it owns, upon the same terms and conditions as contained in this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has caused this Declaration to be executed by its duly authorized officers and affixed its corporate seal as of this 6th day of Sept., 1994.

Signed, sealed and delivered in the presence of:

Michael S. Lawson  
Printed Name: Michael S. Lawson

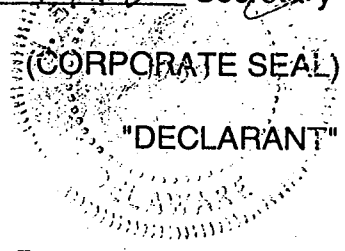
M. Larry Floyd  
Printed Name: M. LARRY FLOYD

Rosemary A. Balsam  
Printed Name: Rosemary A. Balsam

U.S. HOME CORPORATION  
a Delaware corporation

By Andrew S. Seick  
Printed Name: Andrew S. Seick  
Its DIV President

Attest Ben Daskalov  
Printed Name: BEN DASKALOV  
Its DIV Secretary



STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 6th day of Sept., 1994, by Aubrey G. Smith and Bell DeLorenzo as President and Secretary, respectively, of U.S. Home Corporation, on behalf of the corporation, who are personally known to me or who have produced \_\_\_\_\_ as identification.

Rosemary A. Bolesina

Signature

Printed Name: Rosemary A. Bolesina

Title:

Commission No.:

My commission expires:

OFFICIAL NOTARY SEAL  
ROSEMARY A. BOLESINA  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC288976  
MY COMMISSION EXP. MAY 24, 1997

**EXHIBIT A**

OFF. 7527PG 626  
REC.

Lots 1-23, Block A; Lots 1-15, Block B, the streets described as Parcel "A" and the common area described as Tract "A", as shown on that certain plat of WINDSOR PARK AT THE EAGLES, as recorded in Plat Book 74, pages 3-1 through 3-4, inclusive, Public Records of Hillsborough County, Florida.

**EXHIBIT B**

OFF. 7527PG 627  
REC.

The streets described as Parcel "A" and the common area described as Tract "A", as shown on that certain plat of WINDSOR PARK AT THE EAGLES, as recorded in Plat book 74, pages 3-1 through 3-4, inclusive, Public Records of Hillsborough County, Florida.



EXHIBIT C

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 27 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 31; THENCE S00°00'45"E, ALONG THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 2091.28 FEET, TO THE SOUTHEAST CORNER OF LOT 1, BLOCK "B", OF ST. ANDREWS AT THE EAGLES, UNIT 2, AS RECORDED IN PLAT BOOK 72, PAGE 33 OF THE PUBLIC RECORDS OF SAID HILLSBOROUGH COUNTY, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE, S00°00'45"E, A DISTANCE OF 200.25 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF SECTION 31; THENCE S00°08'49"W, ALONG THE EAST BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 2224.35 FEET; THENCE DEPARTING SAID EAST BOUNDARY, N89°51'11"W, A DISTANCE OF 180.00 FEET; THENCE N00°08'49"E, A DISTANCE OF 120.00 FEET; THENCE 124.91 FEET ALONG THE ARC OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 130°07'09", A CHORD BEARING OF N24°47'36"W AND A CHORD DISTANCE OF 99.74 FEET TO A POINT OF REVERSE CURVATURE; THENCE 122.83 FEET ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 35°11'13", A CHORD BEARING OF N22°40'22"E AND CHORD DISTANCE OF 120.90 FEET; THENCE N89°51'11"W, A DISTANCE OF 109.26 FEET; THENCE N00°08'49"E, A DISTANCE OF 207.72 FEET; THENCE N84°58'02"E, A DISTANCE OF 83.08 FEET; THENCE N05°01'58"W, A DISTANCE OF 50.00 FEET; THENCE S84°58'02"W, A DISTANCE OF 78.55 FEET; THENCE N00°08'49"E A DISTANCE OF 1638.66 FEET; THENCE N38°22'17"W, A DISTANCE OF 117.93 FEET TO A POINT BEING LOCATED ON THE SOUTHERLY BOUNDARY OF AFOREMENTIONED ST. ANDREWS AT THE EAGLES, UNIT 2; THENCE ALONG SAID SOUTHERLY BOUNDARY BY THE FOLLOWING SIX (6) COURSES: (1) N01°36'35"W, A DISTANCE OF 4.12 FEET; (2) THENCE 87.87 FEET ALONG THE ARC OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 14°23'03", A CHORD BEARING OF N65°02'49"E, AND A CHORD DISTANCE OF 87.64 FEET TO A POINT OF REVERSE CURVATURE; (3) THENCE 36.55 FEET ALONG THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 83°46'22", A CHORD BEARING OF S80°15'30"E, AND A CHORD DISTANCE OF 33.38 FEET TO THE CURVE'S END; (4) THENCE S38°22'17"E, A DISTANCE OF 17.10 FEET; (5) THENCE N51°37'43"E, A DISTANCE OF 50.00 FEET; (6) THENCE N73°05'12"E, A DISTANCE OF 204.98 FEET, TO THE POINT OF BEGINNING.

CONTAINING 14.943 ACRES, MORE OR LESS.

which has been platted as WINDSOR PARK AT THE EAGLES and recorded in Plat Book 74, pages 3-1 through 3-4, inclusive, Public Records of Hillsborough County, Florida.

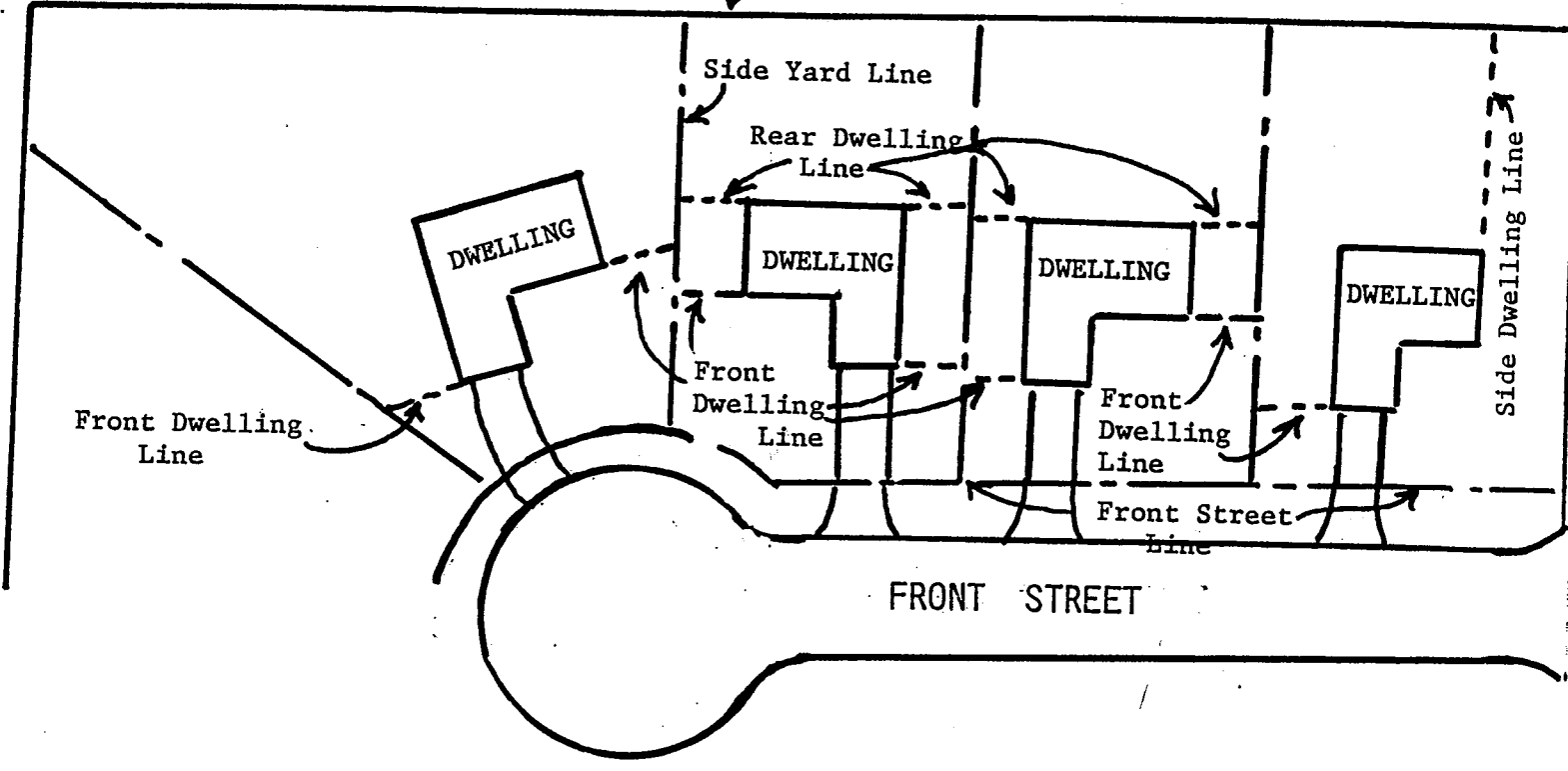
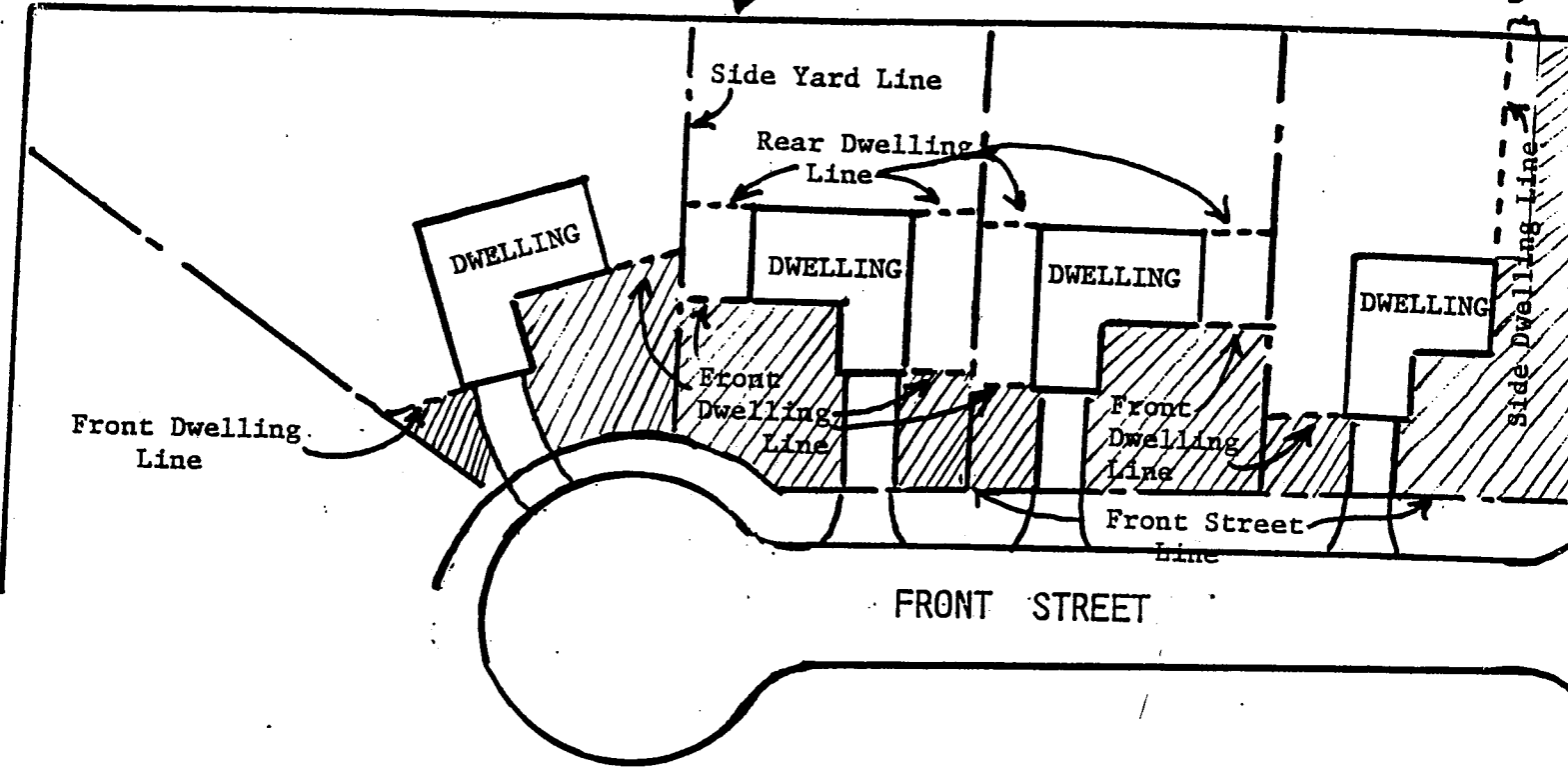


EXHIBIT D



Front Dwelling Line

Side Yard Line

Rear Dwelling Line

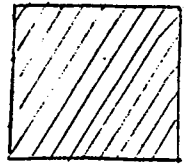
Front Dwelling Line

Front Street Line

Side Dwelling Line

FRONT STREET

AREAS WHERE FENCES ARE PROHIBITED -



# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of WINDSOR PARK AT THE EAGLES HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on September 7, 1994, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H94000008330. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N94000004366.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Seventh day of September, 1994

Authentication Code: 694A00040424-090794-N94000004366-1/1



*Jim Smith*

Jim Smith  
Secretary of State

# State of Florida



## Department of State

I certify from the records of this office that WINDSOR PARK AT THE EAGLES HOMEOWNERS ASSOCIATION, INC., is a corporation organized under the laws of the State of Florida, filed on September 7, 1994.

The document number of this corporation is N94000004366.

I further certify that said corporation has paid all fees due this office through December 31, 2012, that its most recent annual report/uniform business report was filed on February 14, 2012, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Seventh day of February, 2013



CR2EO22 (1-11)

*Ken Detzner*

Ken Detzner  
Secretary of State

486

Prepared by and return to:  
Julius J. Zschau, Esq.  
Johnson, Blakely, Pope, Bokor, Ruppel & Burns, P.A.  
911 Chestnut Street  
Clearwater, FL 34616

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

**SUPPLEMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
WINDSOR PARK AT THE EAGLES**

THIS SUPPLEMENT (the "Supplement") made this 6<sup>th</sup> day of SEPTEMBER, 1995, by U.S. HOME CORPORATION, a Delaware corporation, hereinafter referred to as "Declarant."

1995 SEP -8 PM 4:44

**WITNESSETH:**

WHEREAS, Declarant heretofore imposed certain covenants, conditions and restrictions upon real property in Hillsborough County, Florida, by virtue of that certain Declaration of Covenants, Conditions and Restrictions for Windsor Park at the Eagles recorded in Official Records Book 7527, Pages 596 through 630, of the Public Records of Hillsborough County, Florida (together with any recorded amendments or supplements thereto, hereinafter referred to as the "Declaration"); and

95209422

WHEREAS, Article X, Section 14 of the Declaration provides a means by which additional lands may, from time to time, be made subject to the terms and provisions of the Declaration, and to the jurisdiction and authority of the WINDSOR PARK AT THE EAGLES HOMEOWNERS ASSOCIATION, INC. (the "Association") by the Declarant recording a Supplement to the Declaration for such land; and

WHEREAS, Declarant wishes to supplement said Declaration by the addition of the real property described on Exhibit "A" attached hereto; and

WHEREAS, Declarant is the owner in fee simple of the real property described on Exhibit "A" attached hereto;

NOW, THEREFORE, Declarant hereby supplements the Declaration as follows:

1. The Declaration is hereby supplemented by the addition of the real property described in Exhibit "A" attached hereto and said real property shall be subject to each and every term, condition, covenant and restriction of the Declaration as it exists and as it may be and may have been amended from time to time.

2. The Declaration is hereby incorporated by reference as though fully set forth herein and, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.

3. This Supplement shall be effective immediately upon its recording in Hillsborough County, Florida.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has caused this Supplement to be executed by its duly authorized officers and affixed its corporate seal on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

"Declarant"

U.S. HOME CORPORATION  
a Delaware corporation

Rosemary A. Balsina  
Printed name: ROSEMARY A. BALSINA

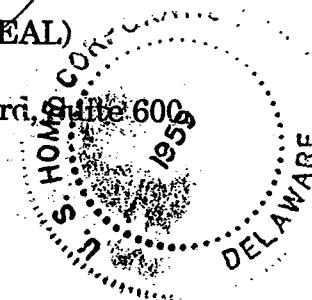
Stephen M. Bennett  
Printed name: STEPHEN M. BENNETT

By: [Signature]  
Printed Name: Andrew J. Brock  
Its DIVISION President

Attest: [Signature]  
Printed Name: BILL DASKA  
Its DIVISION Secretary

(CORPORATE SEAL)

311 Park Place Boulevard, Suite 600  
Clearwater, FL 34619



STATE OF FLORIDA )

COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 6th day of September, 1995, by Andrew J. Jack and Bill Daskalos the Division President and Division Secretary, respectively, of U.S. HOME CORPORATION, a Delaware corporation, on behalf of the corporation, who are personally known to me or have produced \_\_\_\_\_ as identification.

*Rosemary A. Bolesina*

Notary Public

Print Name: ROSEMARY A. BOLESINA

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

07/24/95 10:42 AM d-1  
21038.91747  
#75396

OFFICIAL NOTARY SEAL  
ROSEMARY A. BOLESINA  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC288976  
MY COMMISSION EXP. MAY 24, 1997



## LEGAL DESCRIPTION:

LOTS 24 THROUGH 36 OF BLOCK "A" OF WINDSOR PARK AT THE EAGLES AS RECORDED IN PLAT BOOK 74, PAGE 3, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

## TOGETHER WITH:

LOTS 1 THROUGH 3 OF BLOCK "C" OF WINDSOR PARK AT THE EAGLES AS RECORDED IN PLAT BOOK 74, PAGE 3, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

## TOGETHER WITH:

LOTS 16 THROUGH 19 OF BLOCK "B" OF WINDSOR PARK AT THE EAGLES AS RECORDED IN PLAT BOOK 74, PAGE 3, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

## TOGETHER WITH:


A PORTION OF "PARCEL A" (EASTBOURNE DRIVE AND ROYAL DUBLIN AVENUE) OF WINDSOR PARK AT THE EAGLES AS RECORDED IN PLAT BOOK 74, PAGE 3, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

## ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 35, BLOCK "A", OF SAID WINDSOR PARK AT THE EAGLES; THENCE ALONG THE EXTERIOR BOUNDARY OF SAID WINDSOR PARK AT THE EAGLES, N89°51'11"W, A DISTANCE OF 180.00 FEET; THENCE N00°08'49"E, A DISTANCE OF 120.00 FEET; THENCE 124.91 FEET ALONG THE ARC OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 130°07'09", A CHORD BEARING OF N24°47'36"W AND A CHORD DISTANCE OF 99.74 FEET TO A POINT OF REVERSE CURVATURE; THENCE 122.83 FEET ALONG THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 35°11'13", A CHORD BEARING OF N22°40'22"E AND A CHORD DISTANCE OF 120.90 FEET; THENCE N89°51'11"W, A DISTANCE OF 109.26 FEET; THENCE N00°08'49"E, A DISTANCE OF 207.72 FEET; THENCE N84°58'02"E, A DISTANCE OF 83.08 FEET; THENCE N05°01'58"W, A DISTANCE OF 50.00 FEET; THENCE S84°58'02"W, A DISTANCE OF 78.55 FEET; THENCE N00°08'49"E, A DISTANCE OF 286.86 FEET TO THE NORTHWEST CORNER OF LOT 16, BLOCK "B" OF SAID WINDSOR PARK AT THE EAGLES; THENCE DEPARTING THE AFOREMENTIONED EXTERIOR BOUNDARY AND RUNNING ALONG THE NORTH LINE OF SAID LOT 16, S89°51'11"E, A DISTANCE OF 110.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 16; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF EASTBOURNE DRIVE, (PARCEL "A"), N00°08'49"E, A DISTANCE OF 20.55 FEET TO A POINT BEING LOCATED ON THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 24, OF AFOREMENTIONED BLOCK "A"; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY AND RUNNING ALONG SAID WESTERLY EXTENSION AND SAID NORTH LINE OF LOT 24, S89°51'11"E, A DISTANCE OF 175.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 24; THENCE ALONG THE EXTERIOR BOUNDARY OF SAID WINDSOR PARK AT THE EAGLES, S00°08'49"W, A DISTANCE OF 887.46 FEET TO THE POINT OF BEGINNING.

CONTAINING IN AGGREGATE 5.012 ACRES, MORE OR LESS.

324

Prepared by and to be returned to:   
Julius J. Zschau, Esq.  
Johnson, Blakely, Pope, Bokor, Ruppel & Burns, P.A.  
911 Chestnut Street  
Clearwater, FL 34616

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

**AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WINDSOR PARK AT THE EAGLES**

THIS AMENDMENT is made this 10<sup>th</sup> day of February, 1997, by U.S. HOME CORPORATION, a Delaware corporation qualified to do business in Florida, hereinafter referred to as "Declarant", whose mailing address is 311 Park Place Boulevard, Suite 600, Clearwater, FL 34619.

**WITNESSETH:**

WHEREAS, Declarant heretofore imposed certain covenants, conditions and restrictions upon real property in Hillsborough County, Florida, by virtue of that certain Declaration of Covenants, Conditions and Restrictions for Windsor Park at The Eagles on September 20, 1994, as recorded in O.R. Book 7527, at pages 596 through 630 inclusive, Public Records of Hillsborough County, Florida (herein, together with any amendments thereto, collectively called the "Declaration"); and

WHEREAS, Declarant reserved the right in the Declaration pursuant to Article X to amend the Declaration; and

WHEREAS, Declarant wishes to amend the Declaration by the addition of the real property described on Schedule 1, attached hereto and incorporated herein by reference, to the Exhibit "C" property attached to the Declaration; and

WHEREAS, the Declarant is the owner in fee simple of the land described on Schedule 1; and

WHEREAS, the land described in Schedule 1 attached hereto has been platted, which plat is recorded in Plat Book 79, pages 1-1 through 1-7, inclusive, Public Records of Hillsborough County, Florida;

NOW, THEREFORE, Declarant, hereby amends the Declaration as follows:

1. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Exhibit "C" to the Declaration is hereby amended to add the land described on Schedule 1 attached hereto and made a part hereof.
3. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.

1997 FEB 11 PM 4:23

97034820

4. This Amendment shall be effective immediately upon its recording in Hillsborough County, Florida.

IN WITNESS WHEREOF, the undersigned corporation has caused this Amendment to Declaration of Covenants, Conditions and Restrictions for Windsor Park at The Eagles to be executed by its duly authorized officers and affixed its corporate seal the day and year first above written.

Signed, sealed and delivered in the presence of:

U.S. HOME CORPORATION, a Delaware corporation

M. Larry Floyd  
Printed Name: M. LARRY FLOYD

By: [Signature]  
Printed Name: ANDREW G. IRICK, II  
Division      President

[Signature]  
Printed Name: Michael J. Lawson

Attest: [Signature]  
Printed Name: BILL DASIGAROUS  
Division DIVISION Secretary

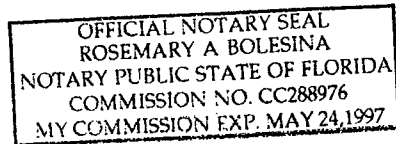


STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was executed before me this 10th day of February, 1997, by Andrew G. Irick and Bill Dasigarous, as Division      President and Division      Secretary, respectively, of U.S. HOME CORPORATION, a Delaware corporation, on behalf of the corporation, and who are personally known to me or who have produced      as identification.

Rosemary A. Bolesina  
Notary Public  
Print Name: ROSEMARY A. BOLESINA  
Notary Public Commission No. \_\_\_\_\_  
My commission expires: \_\_\_\_\_

120597.01  
21038.91747  
02/06/97 12:35 PM



LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 27 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 3, BLOCK "F" OF ST. ANDREWS AT THE EAGLES, UNIT 2 AS RECORDED IN PLAT BOOK 72, PAGE 33 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF BLOCK "F" OF SAID ST. ANDREWS AT THE EAGLES, UNIT 2 BY THE FOLLOWING TWENTY-ONE (21) COURSES: (1) S85°28'35"E, A DISTANCE OF 182.00 FEET; (2) N75°22'13"E, A DISTANCE OF 128.74 FEET; (3) N18°07'18"E, A DISTANCE OF 139.34 FEET; (4) S09°53'50"E, A DISTANCE OF 34.47 FEET; (5) N23°22'56"E, A DISTANCE OF 60.42 FEET; (6) S77°40'20"E, A DISTANCE OF 57.62 FEET; (7) N47°34'09"E, A DISTANCE OF 54.13 FEET; (8) N10°17'21"E, A DISTANCE OF 47.38 FEET; (9) N19°06'02"E, A DISTANCE OF 42.56 FEET; (10) S86°12'30"E, A DISTANCE OF 37.26 FEET; (11) S79°25'41"E, A DISTANCE OF 44.54 FEET; (12) S39°40'49"E, A DISTANCE OF 62.77 FEET; (13) N81°43'21"E, A DISTANCE OF 69.21 FEET; (14) N00°55'49"E, A DISTANCE OF 117.21 FEET; (15) N10°25'43"E, A DISTANCE OF 64.62 FEET; (16) N51°56'50"E, A DISTANCE OF 84.54 FEET; (17) N68°53'10"E, A DISTANCE OF 85.44 FEET; (18) N74°21'51"E, A DISTANCE OF 30.33 FEET; (19) N81°57'16"E, A DISTANCE OF 128.70 FEET; (20) S38°37'39"E, A DISTANCE OF 74.73 FEET; (21) S77°39'48"E, A DISTANCE OF 122.91 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, S02°28'44"W, A DISTANCE OF 148.00 FEET; THENCE S56°16'17"W, A DISTANCE OF 177.89 FEET; THENCE S61°37'38"W, A DISTANCE OF 79.83 FEET; THENCE S42°20'47"W, A DISTANCE OF 41.90 FEET; THENCE S41°21'15"W, A DISTANCE OF 113.65 FEET; THENCE S34°43'42"W, A DISTANCE OF 66.93 FEET; THENCE S33°39'18"W, A DISTANCE OF 127.80 FEET; THENCE S09°33'22"E, A DISTANCE OF 139.76 FEET; THENCE S14°00'03"W, A DISTANCE OF 111.40 FEET; THENCE S01°17'03"W, A DISTANCE OF 79.71 FEET; THENCE S01°50'29"E, A DISTANCE OF 135.28 FEET; THENCE S00°08'49"W, A DISTANCE OF 494.32 FEET; THENCE S89°51'11"E, A DISTANCE OF 227.96 FEET; THENCE N00°08'49"E, A DISTANCE OF 667.28 FEET; THENCE N30°08'49"E, A DISTANCE OF 320.00 FEET; THENCE S49°29'08"E, A DISTANCE OF 183.75 FEET; THENCE S00°08'49"W, A DISTANCE OF 600.47 FEET; THENCE S07°18'11"E, A DISTANCE OF 65.55 FEET; THENCE S07°33'56"E, A DISTANCE OF 71.65 FEET; THENCE S01°40'59"E, A DISTANCE OF 59.03 FEET; THENCE S00°08'49"W, A DISTANCE OF 141.53 FEET; THENCE N84°58'02"E, A DISTANCE OF 260.90 FEET TO THE SOUTHWEST CORNER OF LOT 19, BLOCK "B" OF WINDSOR PARK AT THE EAGLES, AS RECORDED IN PLAT BOOK 74, PAGE 3, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG THE WESTERLY BOUNDARY OF SAID WINDSOR PARK AT THE EAGLES BY THE FOLLOWING THREE (3) COURSES: (1) N84°58'02"E, A DISTANCE OF 78.55 FEET; (2) S05°01'58"E, A DISTANCE OF 50.00 FEET; (3) S84°58'02"W, A DISTANCE OF 83.08 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK "C" OF SAID WINDSOR PARK AT THE EAGLES; THENCE DEPARTING SAID WESTERLY BOUNDARY, S84°58'02"W, A DISTANCE OF 409.41 FEET; THENCE S10°07'03"W, A DISTANCE OF 83.71 FEET; THENCE S65°12'32"W, A DISTANCE OF 159.71 FEET; THENCE S14°01'55"W, A DISTANCE OF 45.66 FEET; THENCE S01°35'14"W, A DISTANCE OF 287.96 FEET TO A POINT BEING LOCATED ON THE NORTHEASTERLY BOUNDARY LINE OF NINE EAGLES DRIVE (72.00 FOOT WIDE INGRESS/EGRESS EASEMENT) AS RECORDED IN OFFICIAL RECORD BOOK 5333, PAGE 1910; OFFICIAL RECORD BOOK 5368, PAGE 369; OFFICIAL RECORD BOOK 5577, PAGE 1061; AND OFFICIAL RECORD BOOK 6457, PAGE 394, ALL BEING FOUND IN THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG SAID NORTHEASTERLY BOUNDARY BY THE FOLLOWING FOUR (4) COURSES: (1) N89°11'56"W, A DISTANCE OF 199.08 FEET TO THE BEGINNING OF A CURVE; (2) 1191.62 FEET ALONG THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 764.73 FEET, A CENTRAL ANGLE OF 89°16'48", A CHORD BEARING OF N44°33'32"W AND A CHORD DISTANCE OF 1074.67 FEET TO THE CURVE'S END; (3) N00°04'52"E, A DISTANCE OF 935.49 FEET TO THE BEGINNING OF A CURVE; (4) 31.79 FEET ALONG THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1094.66 FEET, A CENTRAL ANGLE OF 01°39'51", A CHORD BEARING OF N00°44'57"W AND A CHORD DISTANCE OF 31.79 FEET, TO THE POINT OF BEGINNING.

CONTAINING 43.486 ACRES, MORE OR LESS.

which has been platted as WINDSOR PART AT THE EAGLES - FIRST ADDITION, according to the plat thereof recorded in Plat Book 79, Pages 1-1 through 1-7, inclusive, Public Records of Hillsborough County, Florida.

REC 8455 P 0912

328

Prepared by and return to: ✓  
Julius J. Zschau, Esq.  
Johnson, Blakely, Pope, Bokor, Ruppel & Burns, P.A.  
911 Chestnut Street  
Clearwater, FL 34616

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

**SUPPLEMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
WINDSOR PARK AT THE EAGLES**

THIS SUPPLEMENT (the "Supplement") made this 10<sup>th</sup> day of February, 1997, by U.S. HOME CORPORATION, a Delaware corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant heretofore imposed certain covenants, conditions and restrictions upon real property in Hillsborough County, Florida, by virtue of that certain Declaration of Covenants, Conditions and Restrictions for Windsor Park at the Eagles recorded in Official Records Book 7527, Pages 596 through 630, of the Public Records of Hillsborough County, Florida (together with any recorded amendments or supplements thereto, hereinafter referred to as the "Declaration"); and

WHEREAS, Article X, Section 14 of the Declaration provides a means by which additional lands may, from time to time, be made subject to the terms and provisions of the Declaration, and to the jurisdiction and authority of the WINDSOR PARK AT THE EAGLES HOMEOWNERS ASSOCIATION, INC. (the "Association") by the Declarant recording a Supplement to the Declaration for such land; and

WHEREAS, Declarant wishes to supplement said Declaration by the addition of the real property described on Exhibit "A" attached hereto; and

WHEREAS, Declarant is the owner in fee simple of the real property described on Exhibit "A" attached hereto;

NOW, THEREFORE, Declarant hereby supplements the Declaration as follows:

1. The Declaration is hereby supplemented by the addition of the real property described in Exhibit "A" attached hereto and said real property shall be subject to each and every term, condition, covenant and restriction of the Declaration as it exists and as it may be and may have been amended from time to time.

2. The Declaration is hereby incorporated by reference as though fully set forth herein and, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.

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3. This Supplement shall be effective immediately upon its recording in Hillsborough County, Florida.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has caused this Supplement to be executed by its duly authorized officers and affixed its corporate seal on the day and year first above written.

Signed, sealed and delivered in the presence of:

"Declarant"

U.S. HOME CORPORATION  
a Delaware corporation

M. Larry Floyd  
Printed name: M. LARRY FLOYD

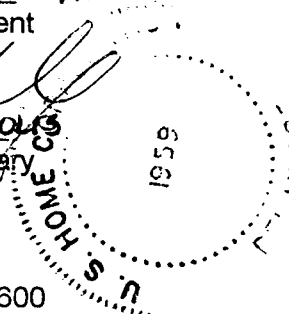
By: [Signature]  
Printed Name: ANDREW G. IRICK, II  
Its DIVISION President

[Signature]  
Printed name: Michael S. Lawton

Attest: [Signature]  
Printed Name: BILL DASKAROLIS  
Its DIVISION Secretary

(CORPORATE SEAL)

311 Park Place Boulevard, Suite 600  
Clearwater, FL 34619

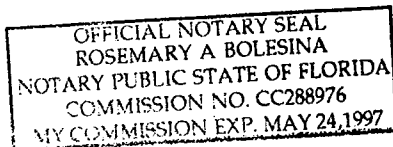


STATE OF FLORIDA )

COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 10th day of Feb., 1997, by Andrew G. Irick II and Bill Daskarolis the Div. President and Div. Secretary, respectively, of U.S. HOME CORPORATION, a Delaware corporation, on behalf of the corporation, who are personally known to me or have produced \_\_\_\_\_ as identification.

Rosemary A. Bolesina  
Notary Public  
Print Name: ROSEMARY A. BOLESINA  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



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The Property Group of Central Florida  
11902 Race Track Road  
Tampa  
FL 33626

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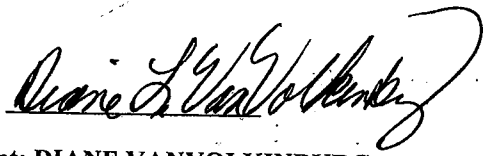
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**CERTIFICATE OF AMENDMENT TO THE  
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WINDSOR PARK AT THE EAGLES HOMEOWNERS ASSOCIATION INC., A FLORIDA  
ASSOCIATION NOT FOR PROFIT**

WE HEREBY CERTIFY THAT the SECOND AMENDMENT to the Declaration of Covenants, Conditions & Restrictions of Windsor Park At The Eagles Homeowners Association Inc., as described in Official Records Book O.R. 7527 at Page 596 through 630 of the Official Records of Hillsborough County, Florida, was duly approved in the manner required therein at a meeting held February 8, 2006.

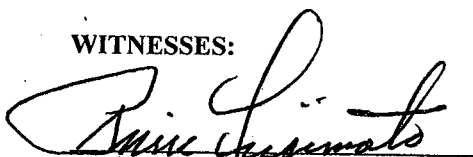
IN WITNESS WHEREOF, we have affixed our hands this 12TH day of APRIL, 2006, in Hillsborough County, Florida.

WINDSOR PARK AT THE EAGLES  
HOMEOWNERS ASSOCIATION INC.


By: 

Vice President: DIANE VANVOLKINBURG


WITNESSES:

  
Signature of Witness # 1

PIERRE FUJIMOTO  
Printed Name of Witness # 1

  
Signature of Witness # 2

LEIGH SLEMENT  
Printed Name of Witness # 2

Attest: 

ARLEEN ANDREWS, Secretary



STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 12 day of April, 2006 by Diane VanValkenburg and Arleen Andrews to me known to be the Vice-President and Secretary of Windsor Park At The Eagles Homeowners Association Inc. , a Florida corporation, on behalf of the corporation. They are personally known to me or have produced personally and personally as identification, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.

**SUSAN SORRELLS**  
Notary Public, State of Florida  
My Comm. Expires April 12, 2009  
No. DD417598

Susan Sorrells  
NOTARY PUBLIC

Susan Sorrells  
Printed Name of Notary Public

SECOND AMENDMENT to the Declaration of Covenants, Conditions & Restrictions of Windsor Park At The Eagles Homeowners Association Inc.

All of the following language is new; see current Declaration for present text.

ARTICLE VIII – USE RESTRICTIONS

1. Amendment to the Declaration of Covenants, Conditions & Restrictions **Article VIII, to add a new Section 20.1**, to read as follows:

20.1 No building or other improvements situated on any Lot shall be rented or leased separately from the rental or lease of the entire Lot.

2. Amendment to the Declaration of Covenants, Conditions & Restrictions **Article VIII, to add a new Section 20.2**, to read as follows:

20.2 No part of any such building or other improvements shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or any other type of transient accommodation such as halfway house, rehabilitation center, temporary welfare housing, etc.

3. Amendment to the Declaration of Covenants, Conditions & Restrictions **Article VIII, to add a new Section 20.3**, to read as follows:

20.3 The number of lots and dwellings thereon that are allowed to be rented/leased at any given time are limited to 10% of the total number thereof. Existing rentals will be grandfathered and have first priority if existing rental agreement is to be renewed. The Board has the authority to adopt rules to enforce the provisions of this Section 20.

4. Amendment to the Declaration of Covenants, Conditions & Restrictions **Article VIII, to add a new Section 20.4**, to read as follows:

20.4 No dwelling shall be rented or leased for a period of less than 1 year.

5. Amendment to the Declaration of Covenants, Conditions & Restrictions **Article VIII, to add a new Section 20.5**, to read as follows:

20.5 No dwelling will be rented or leased without a contract providing for full lawn and if applicable pool service paid for by either the owner or the renter.

SECOND AMENDMENT to the Declaration of Covenants, Conditions & Restrictions of Windsor Park At The Eagles Homeowners Association Inc.

All of the following language is new; see current Declaration for present text.

ARTICLE VIII – USE RESTRICTIONS

6. Amendment to the Declaration of Covenants, Conditions & Restrictions **Article VIII, to add a new Section 20.6**, to read as follows:

20.6 No home will be rented or leased without the Owner obtaining a written agreement signed by the prospective occupants wherein they agree to abide by the Covenants, Rules & Restrictions for Windsor Park and the Eagles Master Associations. Such documents are to be kept by the respective Owner and made available to the Association upon request.

7. Amendment to the Declaration of Covenants, Conditions & Restrictions **Article VIII, to add a new Section 20.7**, to read as follows:

20.7 In no event shall a landlord/tenant relationship exist between the Association and the lessee or tenant of any leased or rented property. Owners shall indemnify and hold the Association harmless in any event of such allegations in connection with the leased or rented property.

8. Amendment to the Declaration of Covenants, Conditions & Restrictions **Article VIII, to add a new Section 20.8**, to read as follows:

20.8 No person who is a sexual offender, sexual predator, or person who has committed a felony involving violence may occupy or reside within a dwelling subject to this Declaration of Covenants, Conditions & Restrictions. The Board may promulgate rules to maintain the integrity of this provision.