CC&Rs
Buckhorn Preserve Homeowners Association Inc.

1st Americanus

INSTR # 2002270711
OR BK 11845 PG 0031
RECORDED 08/10/2002 12:57 PM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK G Thompson

This instrument prepared by and to be returned to:
Julius J. Zschau, Esq.
Pennington, Moore, Wilkinson, Bell & Dunbar, P.A.
2701 North Rocky Point Drive, Suite 930
Tampa, Florida 33607
(813) 639 9599

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUCKHORN PRESERVE – PHASE 1

THIS AMENDMENT is made this 1st day of AUGUST, 2002, by CORDOBA DEVELOPMENT III, INC., a Delaware corporation, hereinafter referred to as the "Declarant", whose mailing address 3802-A Gunn Highway, Tampa, Florida 33624.

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 Buckhorn Preserve – Phase 1 as recorded in O.R. Book 11291 Page 0824, 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 VIII, Section 20, to amend the Declaration without the approval or joinder of the Association or other Owners (as those terms are defined in the Declaration); and

WHEREAS, Declarant wishes to amend the Declaration to reflect the foregoing;

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

Words in the text which are lined through (-------) indicate deletions from the present text; words in the text which are underlined indicate additions to the present text.)

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.

3. Article VIII of the Declaration is hereby amended by the addition of the following section:

Section 4(i). The Association shall maintain the fence installed within the fence easement located along Pearson Road and upon seven (7) days prior written notice from Hillsborough County of non-emergency repairs to the sanitary sewer line, the Association will take down the fence and reinstall after all repairs are completed.

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.

4. This Amendment shall be effective immediately upon it being recorded in the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Amendment to Declaration of Covenants, Conditions and Restrictions for Buckhorn Preserve – Phase 1 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:

Print Name: DEBORAH SHERMAN

Print Name: _____

CORDOBA DEVELOPMENT III, INC., a Delaware corporation

By: Lance Ponton
Print Name: LANCE PONTON
President

Attest: Robert Allison
Print Name: ROBERT ALLISON
Secretary

(Corporate Seal)

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 15 day of August, 2002, by LANCE PONTON and ROBERT ALLISON, as President and _____ Secretary, respectively, of Cordoba Development III, Inc., a Delaware corporation, on behalf of the corporation. They [are personally known to me] [have produced _____ as identification].

Deborah Sherman

Notary Public

Print Name: _____

My commission expires:

DEBORAH L. SHERMAN
Notary Public, State of Florida
My Comm. Exp. Sept. 15, 2004
No. CC960181

DEBORAH L. SHERMAN
Notary Public, State of Florida
My Comm. Exp. Sept. 15, 2004
No. CC960181

INSTR # 2002440500
O BK 12207 PG 0954
RECORDED 12/23/2002 01:24:27 PM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK Y Roche

This instrument prepared by and to be returned to:
Julius J. Zschau, Esq.
Pennington, Moore, Wilkinson, Bell & Dunbar, P.A.
2701 North Rocky Point Drive, Suite 930
Tampa, Florida 33607
(813) 639 9589

FIRST SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BUCKHORN PRESERVE – PHASE I

THIS SUPPLEMENT, (the "Supplement") is made this 20th day of December, 2002, by CORDOBA DEVELOPMENT IV, INC., a Delaware corporation authorized to do business in the State of Florida, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, Declarant has been assigned the rights of "Declarant" as set forth in the Declaration pursuant to Assignment of Declarant's Rights recorded in Hillsborough County, Florida; and

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 of Buckhorn Preserve – Phase 1 recorded in O.R. Book 11291, Page 0824, Public Records of Hillsborough County, Florida (together with any recorded amendments or supplements thereto, collectively called the "Declaration"); and

WHEREAS, Article X, Section 12 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 the jurisdiction and authority of the Buckhorn Preserve Homeowners Association, Inc., (the "Association") by the Declarant recording a supplement to the Declaration for such land; and

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

WHEREAS, pursuant to Article X, Section 12 (c) (1) of the Declaration, Declarant may provide for such complimentary additions and modifications of the covenants and restrictions contained in the Declaration, as are necessary; and

WHEREAS, Declarant desires to make such modifications, and

WHEREAS, Declarant is the owner in fee simple of the Schedule 1 Property;

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

1. Exhibit "A" of the Declaration is hereby amended by the addition of the Schedule 1 Property, and the Schedule 1 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 herein by reference as though fully set forth herein, and except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.

3. The Lots described on Schedule 2 shall have a floor square foot area of not less than one thousand four hundred square feet, exclusive of screened area, open porches, terraces, patios and garages.

4. This Supplement shall be effective immediately upon its recording in the public records of 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 the day and year first above written.

Signed, sealed and delivered
in the presence of:

CORDOBA DEVELOPMENT IV, INC.,
a Delaware corporation

Brenda F. Nesbitt
Print Name: Brenda F. Nesbitt

By: Robert L. Allison
Robert L. Allison, Vice President

Susan P. Upton
Print Name: Susan P. Upton

(Corporate Seal)

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 20th day of December, 2002, by Robert L. Allison, as Vice President of Cordoba Development IV, Inc., a Delaware corporation, on behalf of the corporation. They [are personally known to me] [have produced drivers License as identification].

Notary Public
Print Name: Julius J. Zschau
My commission expires:

Julius J. Zschau
MY COMMISSION EXPIRES
May 23, 2003
#CC812345
Bonded thru
Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

SCHEDULE 1

LEGAL DESCRIPTION:

A TRACT OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 30 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 5; RUN THENCE NORTH 89°40'44" WEST, ALONG THE SOUTH BOUNDARY OF SAID NORTHWEST 1/4 OF SECTION 5, IN PART ALSO BEING THE SOUTH BOUNDARY OF "BUCKHORN PRESERVE - PHASE 1", ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 91, PAGE 44, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, 872.63 FEET TO THE SOUTHWEST CORNER OF SAID "BUCKHORN PRESERVE - PHASE 1" AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH BOUNDARY OF THE NORTHWEST 1/4, NORTH 89°40'44" WEST, 965.78 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY AND ALONG THE EASTERLY BOUNDARY OF "BUCKHORN THIRD ADDITION UNIT 2", ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 82, PAGE 2, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, NORTH 61°41'07" WEST, 241.06 FEET TO THE SOUTHEAST CORNER OF "BUCKHORN SEVENTH ADDITION", ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 77, PAGE 58, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG THE EASTERLY BOUNDARY OF SAID "BUCKHORN SEVENTH ADDITION" THE FOLLOWING SEVEN (7) COURSES: (1) NORTH 28° 18'53" EAST, 170.00 FEET; (2) THENCE NORTH 61°41'07" WEST, 78.84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; (3) THENCE 26.94 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN INCLUDED ANGLE OF 61° 44'05", AND A CHORD OF 25.65 FEET WHICH BEARS NORTH 28°55'30" WEST TO THE END OF SAID CURVE AND THE BEGINNING OF A NON-TANGENT LINE; (4) THENCE NORTH 00°14'37" EAST, 399.48 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; (5) THENCE 25.54 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET, AN INCLUDED ANGLE OF 19°30'32", AND A CHORD OF 25.41 FEET WHICH BEARS NORTH 09°39'24" WEST TO THE END OF SAID CURVE AND THE BEGINNING OF A NON-TANGENT LINE; (6) THENCE SOUTH 89°36'04" EAST, 12.36 FEET; (7) THENCE NORTH 00°16'04" EAST, 160.00 FEET TO THE NORTHEAST CORNER OF SAID "BUCKHORN SEVENTH ADDITION"; THENCE NORTH 00°07'24" EAST, 215.98 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; THENCE 39.21 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN INCLUDED ANGLE OF 89°51'15", AND A CHORD OF 35.31 FEET WHICH BEARS NORTH 45°19'42" EAST TO THE END OF SAID CURVE AND THE BEGINNING OF A NON-TANGENT LINE; THENCE SOUTH 89°59'21" EAST, 26.96 FEET; THENCE NORTH 87°01'02" EAST, 21.25 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; THENCE 83.77 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 235.00 FEET, AN INCLUDED ANGLE OF 20°25'24", AND A CHORD OF 83.32 FEET WHICH BEARS NORTH 21°59'32" EAST TO A POINT OF COMPOUND CURVE; THENCE 221.13 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 835.00 FEET, AN INCLUDED ANGLE OF 15°10'25", AND A CHORD OF 220.49 FEET WHICH BEARS NORTH 39°43'26" EAST TO THE END OF SAID CURVE AND THE BEGINNING OF A NON-TANGENT CURVE; THENCE 24.40 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 335.00 FEET, AN INCLUDED ANGLE OF 04°10'21", AND A CHORD OF 24.39 FEET WHICH BEARS NORTH 17°04'22" WEST TO THE END OF SAID CURVE AND THE BEGINNING OF A NON-TANGENT LINE; THENCE NORTH 75°00'49" EAST, 173.77 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; THENCE 108.71 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 435.00 FEET, AN INCLUDED ANGLE OF 14°19'08", AND A CHORD OF 108.43 FEET WHICH BEARS NORTH 09°55'52" WEST TO THE END OF SAID CURVE AND THE BEGINNING OF A NON-TANGENT LINE; THENCE NORTH 87°15'42" EAST, 110.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; THENCE 15.90 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET, AN INCLUDED ANGLE OF 02°48'13", AND A CHORD OF 15.90 FEET WHICH BEARS NORTH 91°22'11" WEST TO THE END OF SAID CURVE AND THE BEGINNING OF A NON-TANGENT LINE; THENCE SOUTH 89°58'05" EAST, 174.52 FEET; THENCE NORTH 03°29'15" WEST, 23.78 FEET; THENCE SOUTH 88° 56'28" EAST, 172.54 FEET; THENCE SOUTH 01°03'34" WEST, 10.34 FEET; THENCE SOUTH 88°56'28" EAST, 120.00 FEET; THENCE SOUTH 01°03'34" WEST, 168.48 FEET TO THE NORTHWEST CORNER OF THE AFOREMENTIONED "BUCKHORN PRESERVE - PHASE 1"; THENCE ALONG THE WESTERLY BOUNDARY OF SAID "BUCKHORN PRESERVE - PHASE 1" THE FOLLOWING FOURTEEN (14) COURSES: (1) SOUTH 00°03'04" EAST, 421.10 FEET; (2) THENCE SOUTH 24°26'23" EAST, 50.08 FEET; (3) THENCE SOUTH 21°00'14" EAST, 110.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; (4) THENCE 37.33 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 445.00 FEET, AN INCLUDED ANGLE OF 04°48'24", AND A CHORD OF 37.32 FEET WHICH BEARS NORTH 71°23'56" EAST TO THE END OF SAID CURVE AND THE BEGINNING OF A NON-TANGENT LINE; (5) THENCE SOUTH 16°11'50" EAST, 160.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; (6) THENCE 32.58 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 285.00 FEET, AN INCLUDED ANGLE OF 06°32'57", AND A CHORD OF 32.56 FEET WHICH BEARS NORTH 77°04'38" EAST TO THE END OF SAID CURVE AND THE BEGINNING OF A NON-TANGENT LINE; (7) THENCE SOUTH 09°38'53" EAST, 110.85 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; (8) THENCE 33.84 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 185.00 FEET, AN INCLUDED ANGLE OF 10°28'52", AND A CHORD OF 33.79 FEET WHICH BEARS NORTH 84°42'30" EAST TO A POINT OF TANGENCY; (9) THENCE NORTH 89°56'56" EAST, 33.01 FEET; (10) THENCE SOUTH 00°03'04" EAST, 160.00 FEET; (11) THENCE NORTH 89°56'56" EAST, 27.80 FEET; (12) THENCE SOUTH 00°03'04" EAST, 109.82 FEET; (13) THENCE SOUTH 89°59'21" EAST, 7.40 FEET; (14) AND THENCE SOUTH 12°37'58" WEST, 374.85 FEET TO THE POINT OF BEGINNING.

TRACT CONTAINS 37.28 ACRES, MORE OR LESS.

Which has been platted as BUCKHORN PRESERVE – PHASE 2, according to the plat thereof recorded in Plat Book 94, page 67-1 through 67-6, Public Records of Hillsborough County, Florida.

SCHEDULE 2

Lots 22 through 30 in Block 5; Lots 17 through 19 in Block 9 and Lots 1 and 28 in Block 8 of Buckhorn Preserve – Phase 2 according to the plat thereof recorded in Plat Book 94, pages 67-1 through 67-6.

INSTR # 2003348959
O BK 13011 PG 1980
RECORDED 08/25/2003 07:44:46 AM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK A Karr

First American Wc

This instrument prepared by and to be returned to:
Julius J. Zschau, Esq.
Pennington, Moore, Wilkinson, Bell & Dunbar, P.A.
2701 North Rocky Point Drive, Suite 930
Tampa, Florida 33607
(813) 639 9599

SECOND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BUCKHORN PRESERVE – PHASE I

THIS SECOND SUPPLEMENT, (the "Supplement") is made this 13th day of AUGUST 2003, by CORDOBA DEVELOPMENT IV, INC., a Delaware corporation authorized to do business in the State of Florida, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, Declarant has been assigned the rights of "Declarant" as set forth in the Declaration pursuant to Assignment of Declarant's Rights recorded in Hillsborough County, Florida; and

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 of Buckhorn Preserve – Phase 1 recorded in O.R. Book 11291, Page 0824, Public Records of Hillsborough County, Florida (together with any recorded amendments or supplements thereto, collectively called the "Declaration"); and

WHEREAS, Article X, Section 12 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 the jurisdiction and authority of the Buckhorn Preserve Homeowners Association, Inc., (the "Association") by the Declarant recording a supplement to the Declaration for such land; and

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

WHEREAS, pursuant to Article X, Section 12 (c) (1) of the Declaration, Declarant may provide for such complimentary additions and modifications of the covenants and restrictions contained in the Declaration, as are necessary; and

WHEREAS, Declarant desires to make such modifications, and

WHEREAS, Declarant is the owner in fee simple of the Schedule 1 Property;

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

1. Exhibit "A" of the Declaration is hereby amended by the addition of the Schedule 1 Property, and the Schedule 1 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 herein by reference as though fully set forth herein, and except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.

3. The Lots described on Schedule 2 shall have a floor square foot area of not less than one thousand four hundred square feet, exclusive of screened area, open porches, terraces, patios and garages.

4. This Second Supplement shall be effective immediately upon its recording in the public records of 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 the day and year first above written.

Signed, sealed and delivered in the presence of:

Deborah Sherman

Print Name: DEBORAH SHERMAN

CORDOBA DEVELOPMENT IV, INC., a Delaware corporation

By: Robert L Allison

Robert L. Allison, Vice President

(Corporate Seal)

Print Name: _____

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 13th day of August, 2003, by Robert L. Allison, as Vice President of Cordoba Development IV, Inc., a Delaware corporation, on behalf of the corporation. They [are personally known to me] [have produced _____ as identification].

Deborah Sherman

Notary Public

Print Name: _____

My commission expires:

DEBORAH L. SHERMAN
Notary Public, State of Florida
My Comm. Exp. Sept. 15, 2004
No. CC960181

DEBORAH L. SHERMAN
Notary Public, State of
My Comm. Exp. Se
No. CC

SCHEDULE 1

LEGAL DESCRIPTION:

A TRACT OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 30 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 5; RUN THENCE SOUTH 89°58'56" WEST (BASIS OF BEARINGS), ALONG THE NORTH BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION 5, 1110.21 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, SOUTH 01°03'34" WEST, 25.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF DURANT ROAD AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°03'34" WEST, 983.82 FEET TO THE NORTHEAST CORNER OF "BUCKHORN PRESERVE-PHASE 2", ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 94, PAGE 67, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID "BUCKHORN PRESERVE-PHASE 2" THE FOLLOWING THIRTEEN (13) COURSES: (1) NORTH 88°56'26" WEST, 120.00 FEET; (2) THENCE NORTH 01°03'34" EAST, 10.34 FEET; (3) THENCE NORTH 88°56'26" WEST, 172.54 FEET; (4) THENCE SOUTH 03°29'15" EAST, 23.78 FEET; (5) THENCE NORTH 89°58'05" WEST, 174.52 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; (6) THENCE 15.90 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET, AN INCLUDED ANGLE OF 02°48'13", AND A CHORD OF 15.90 FEET WHICH BEARS SOUTH 01°22'11" EAST TO THE END OF SAID CURVE AND THE BEGINNING OF A NON-TANGENT LINE; (7) THENCE SOUTH 87°13'42" WEST, 110.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; (8) THENCE 108.71 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 435.00 FEET, AN INCLUDED ANGLE OF 14°19'09", AND A CHORD OF 108.43 FEET WHICH BEARS SOUTH 09°55'52" EAST TO THE END OF SAID CURVE AND THE BEGINNING OF A NON-TANGENT LINE; (9) THENCE SOUTH 75°00'49" WEST, 173.77 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; (10) THENCE 24.40 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 335.00 FEET, AN INCLUDED ANGLE OF 04°10'21", AND A CHORD OF 24.39 FEET WHICH BEARS SOUTH 17°04'22" EAST TO THE END OF SAID CURVE AND THE BEGINNING OF A NON-TANGENT CURVE; (11) THENCE 221.13 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 835.00 FEET, AN INCLUDED ANGLE OF 15°10'25", AND A CHORD OF 220.49 FEET WHICH BEARS SOUTH 39°43'26" WEST TO A POINT OF COMPOUND CURVATURE; (12) THENCE 83.77 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 235.00 FEET, AN INCLUDED ANGLE OF 20°25'24", AND A CHORD OF 83.32 FEET WHICH BEARS SOUTH 21°55'32" WEST TO THE END OF SAID CURVE AND THE BEGINNING OF A NON-TANGENT LINE; (13) THENCE SOUTH 67°01'02" WEST, 21.25 FEET; THENCE DEPARTING SAID NORTHERLY BOUNDARY OF "BUCKHORN PRESERVE-PHASE 2", NORTH 00°16'28" EAST, 172.02 FEET; THENCE NORTH 89°46'02" WEST, 207.90 FEET; THENCE NORTH 00°01'55" EAST, 1059.12 FEET; THENCE NORTH 89°56'56" EAST, ALONG A LINE LYING 235.00 FEET SOUTH OF AND PARALLEL WITH THE AFOREMENTIONED NORTH BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION 5, 433.17 FEET; THENCE NORTH 00°13'56" EAST, 210.00 FEET TO A POINT OF INTERSECTION WITH THE AFOREMENTIONED SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF DURANT ROAD; AND THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 89°56'56" EAST, 699.10 FEET TO THE POINT OF BEGINNING.

Which has been platted as BUCKHORN PRESERVE – PHASE 3, according to the plat thereof recorded in Plat Book 96, Page 1-1 through 1-5, Public Records of Hillsborough County, Florida.

SCHEDULE 2

Lots 31 through 47 in Block 5; Lots 2 through 27 in Block 8; Lots 1 through 16 and Lots 20 through 44 in Block 9; Lots 1 through 18 in Block 10; and Lots 1 through 8 in Block 11, of Buckhorn Preserve – Phase 3 according to the plat thereof recorded in Plat Book 96, Page 1-1 through 1-5, Public Records of Hillsborough County, Florida.

First American ✓ WL

INSTR # 2004165676
O BK 13794 PG 0239
Pgs 0239 - 242; (4pgs)
RECORDED 05/04/2004 02:07:53 PM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK C DuVall

This instrument prepared by and to be returned to:
Robert L. Allison, Vice President
Cordoba Development IV, Inc.
3802-A Gunn Highway
Tampa, Florida 33618

THIRD SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BUCKHORN PRESERVE – PHASE 1

THIS THIRD SUPPLEMENT, (the "Supplement") is made this 29th day of April, 2004, by CORDOBA DEVELOPMENT IV, INC., a Delaware corporation authorized to do business in the State of Florida, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, Declarant has been assigned the rights of "Declarant" as set forth in the Declaration pursuant to Assignment of Declarant's Rights recorded in Hillsborough County, Florida; and

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 of Buckhorn Preserve-Phase 1 recorded in O.R. Book 11291, Page 0824, Public Records of Hillsborough County, Florida (together with any recorded amendments or supplements thereto, collectively called the "Declaration"); and

WHEREAS, Article X, Section 12 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 the jurisdiction and authority of the Buckhorn Preserve Homeowners Association, Inc., (the "Association") by the Declarant recording a supplement to the Declaration for such land; and

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

WHEREAS, pursuant to Article X, Section 12 (c) (1) of the Declaration, Declarant may provide for such complimentary additions and modifications of the covenants and restrictions contained in the Declaration, as are necessary; and

WHEREAS, Declarant desires to make such modifications; and

WHEREAS, Declarant is the owner in fee simple of the Schedule 1 Property;

NOW THEREFORE, Declarant hereby amends the Declaration as follows:

1. Exhibit "A" of the Declaration is hereby amended by the addition of the Schedule 1 Property, and the Schedule 1 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 herein by reference as though fully set forth herein, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.

3. The Lots described on Schedule 2 shall have a floor square foot area of not less than one thousand four hundred square feet, exclusive of screened area, open porches, terraces, patios and garages.

4. This Third Supplement shall be effective immediately upon its recording in the public records of 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 the day and year first above written.

Signed, sealed and delivered
in the presence of:

WENDY VERINK-TERHUNE
Print Name: _____

Marlene S Wood
Print Name: Marlene S Wood

CORDOBA DEVELOPMENT IV, INC.
a Delaware Corporation

By: Robert L Allison
Robert L. Allison, Vice President

(Corporate Seal)

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 3rd day of May, 2004, by Robert L. Allison, as Vice President of Cordoba Development IV, Inc., a Delaware corporation, on behalf of the corporation. They [are personally known to me][have produced PERSONALLY KNOWN as identification].

Notary Public
Print Name: WENDY VERINK-TERHUNE
My commission expires:

WENDY VERINK-TERHUNE
Notary Public - State of Florida
My Commission Expires Sep 26, 2007
Commission # DD 243931
Bonded By National Notary Assn.

SCHEDULE 1

LEGAL DESCRIPTION:

A TRACT OF LAND BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 30 SOUTH, RANGE 21 EAST, AND A PORTION OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 30 SOUTH, RANGE 21 EAST, ALL LYING AND BEING IN HILLSBOROUGH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 5; RUN THENCE SOUTH 89°56'56" WEST (BASIS OF BEARINGS), ALONG THE NORTH BOUNDARY OF SAID NORTHWEST 1/4, 2659.84 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 5 ALSO BEING THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE ALONG THE NORTH BOUNDARY OF SAID NORTHEAST 1/4 OF SECTION 6, NORTH 89°57'31" WEST, 485.33 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF DURANT ROAD BEING A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH AND THE POINT OF BEGINNING; THENCE RUN SOUTHEASTERLY ALONG SAID MAINTAINED RIGHT-OF-WAY, 123.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 401.41 FEET, AN INCLUDED ANGLE OF 17°36'08", AND A CHORD OF 122.84 FEET WHICH BEARS SOUTH 78°12'56" EAST TO THE END OF SAID CURVE AND THE BEGINNING OF A NON-TANGENT LINE; THENCE CONTINUE ALONG SAID SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF DURANT ROAD, SOUTH 89°57'31" EAST, ALONG A LINE LYING 25.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 6, 151.98 FEET; THENCE DEPARTING SAID MAINTAINED RIGHT-OF-WAY LINE, SOUTH 00°13'56" WEST, 210.00 FEET; THENCE SOUTH 89°57'31" EAST, ALONG A LINE LYING 235.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 6, 213.00 FEET TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE NORTH 89°56'56" EAST, ALONG A LINE LYING 235.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION 5, 417.00 FEET TO THE NORTHWEST CORNER OF "BUCKHORN PRESERVE - PHASE 3", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 96, PAGE 1, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG THE WESTERLY BOUNDARY OF SAID "BUCKHORN PRESERVE - PHASE 3", SOUTH 00°01'55" WEST, 1059.12 FEET; THENCE NORTH 89°46'02" WEST, 416.08 FEET; THENCE SOUTH 00°14'52" WEST, 35.00 FEET; THENCE NORTH 89°45'08" WEST, 430.11 FEET ALONG THE NORTHERLY BOUNDARY OF "BUCKHORN THIRD ADDITION UNIT 1", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 60, PAGE 5, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE NORTH 00°00'24" EAST, 469.22 FEET ALONG THE EASTERLY BOUNDARY OF "BUCKHORN THIRD ADDITION UNIT 3", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 60, PAGE 6, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE SOUTH 89°58'16" WEST, 304.22 FEET ALONG THE NORTHERLY BOUNDARY OF SAID "BUCKHORN THIRD ADDITION UNIT 3"; THENCE ALONG THE EASTERLY BOUNDARY OF "BUCKHORN FIRST ADDITION UNIT 2", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 58, PAGE 56, AND ALONG THE EASTERLY BOUNDARY OF "BUCKHORN SIXTH ADDITION UNIT 2", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 63, PAGE 33, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, NORTH 00°01'55" EAST, 856.66 FEET TO A POINT OF INTERSECTION WITH THE AFOREMENTIONED NORTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 6; AND THENCE ALONG SAID NORTH BOUNDARY, SOUTH 89°57'31" EAST, 249.23 FEET TO THE POINT OF BEGINNING.

Which has been platted BUCKHORN PRESERVE – PHASE 4, according to the plat thereof recorded in Plat book 100, Page 65-69, Public Records of Hillsborough County, Florida.

SCHEDULE 2

Lots 45 through 68 in Block 9; Lots 9 through 19 in Block 11; Lots 1 through 18 in Block 12, of Buckhorn Preserve – Phase 4 according to the plat thereof recorded in Plat Book 100, Page 65 through 69, Public Records of Hillsborough County, Florida.

INSTR # 2001408686
OR BK 11291 PG 0824
RECORDED 12/19/2001 04:26 PM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK Y Roche

This instrument prepared by and to be returned to:
Julius J. Zschau, Esq.
Johnson, Blakely, Pope, Bokor, Ruppel & Burns, P.A.
911 Chestnut Street
Clearwater, FL 33756
(727)461-1818

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BUCKHORN PRESERVE – PHASE 1

THIS DECLARATION, is made on the date hereinafter set forth by CORDOBA DEVELOPMENT III, INC., a Delaware corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property in Hillsborough County, Florida, which has been platted as BUCKHORN PRESERVE – PHASE 1, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Declarant desires to create an exclusive residential community known as "BUCKHORN PRESERVE" on the Property pursuant to the terms and provisions of this Declaration; 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, BUCKHORN PRESERVE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, for the purpose of exercising the functions stated above, which association is not intended to be a Condominium

Association as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes)

NOW, THEREFORE, the Declarant hereby declares that the Property 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 land 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 Design Review Board as set forth herein, and their successors and assigns.

Section 2. "Articles" shall mean the Articles of Incorporation of the BUCKHORN PRESERVE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, attached hereto as **Exhibit "B"** and made a part hereof, including any and all amendments or modifications thereof.

Section 3. "Association" shall mean and refer to BUCKHORN PRESERVE 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. "Builder" shall mean and refer to such entities as may be designated by the Declarant in an instrument recorded by Declarant.

Section 6. "Bylaws" shall mean the Bylaws of the Association attached hereto as **Exhibit "C"** and made a part hereof, including any and all amendments or modifications thereof.

Section 7. "Claim" shall mean and refer to any and all claims, disputes and other matters in question between the parties (whether contract, warranty, tort, statutory or otherwise), including, but not limited to, (a) any and all controversies, disputes or claims arising under, or related to, any purchase and sale agreement between the parties, the property, or any dealings between the parties; (b) any controversy, dispute or claim arising by virtue of any representations, promises or warranties alleged to have been made by Builder or Builder's representative; and (c) any personal injury or property damage alleged to have been sustained by Owner on the property or in the subdivision.

Section 8. "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 Areas to be owned by the Association at the time of conveyance of the first lot is described on **Exhibit "D"** attached hereto and incorporated herein by reference.

Section 9. "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, berms and entrance signs, and street lighting on collector and arterial roadways, which are adjacent to the Properties.

Section 10. "County" shall mean and refer to Hillsborough County, Florida.

Section 11. "Declarant" shall mean and refer to CORDOBA DEVELOPMENT III, INC., a Delaware corporation, its successors and assigns. It shall not include any person or party who purchases a Lot (as hereinafter defined), from CORDOBA DEVELOPMENT III, INC., unless, however, such purchaser is specifically assigned as to such Lot by separate recorded instrument recorded in the County, some or all of the rights held by CORDOBA DEVELOPMENT III, INC. as Declarant hereunder with regard to such Lot.

Section 12. "Declaration" shall mean and refer to this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BUCKHORN PRESERVE – PHASE 1 and any amendments or modifications thereof hereafter made from time to time.

Section 13. "Dwelling" shall mean and refer to each and every single family residential unit constructed on any Lot.

Section 14. "FHA" shall mean and refer to the Federal Housing Administration.

Section 15. "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 16. "FNMA" shall mean and refer to the Federal National Mortgage Association.

Section 17. "Front Street Line" shall mean and refer to the line defined as such on the attached Exhibit "E."

Section 18. "GNMA" shall mean and refer to the Government National Mortgage Association.

Section 19. "HUD" shall mean and refer to the U.S. Department of Housing and Urban Development.

Section 20. "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Lot, commercial property, membership recreational facilities or a residential Dwelling, which owner and holder of said mortgage shall be any federally or state chartered bank, insurance company, HUD or VA or FHA approved mortgage lending institution, FNMA, GNMA, recognized pension fund investing in mortgages, and any federally or state chartered savings and loan association or savings bank.

Section 21. "Institutional Mortgage" shall mean and refer to any mortgage given or held by an Institutional Lender.

Section 22. "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 23. "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 24. "Master Plan" shall mean and refer to Master Development Plan for Buckhorn Preserve 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 25. "Neighborhood Association" shall mean and refer to any non-profit corporation organized by the Declarant for purposes of administering a portion of the Properties which are governed by this Declaration and which has additional or separate functions from the Association.

Section 26. "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 27. "Parcel" shall mean and refer to any part of the Properties other than the Common Area, Lots, Dwellings, streets and roads, and land owned by the Association, or a governmental body or agency or public utility company, whether or not such Parcel is developed or undeveloped, and without regard to the use or proposed

use of such Parcel. Any Parcel, or part thereof, however, for which a subdivision plat has been filed of record shall, as to such portions, cease being a Parcel, or part thereof, and shall become Lots.

Section 28. "Plat" shall mean and refer to the Plat of BUCKHORN PRESERVE – PHASE 1, recorded in Plat Book 91, Page 44, inclusive, of the Public Records of Hillsborough County, Florida.

Section 29. "Property or Properties" shall mean and refer to that certain real property described on Attached Exhibit "A," and made subject to this Declaration.

Section 30. "Rear Yard Line" shall mean and refer to the line defined as such on the attached Exhibit "E."

Section 31. "Side Street Line" shall mean and refer to the line defined as such on attached Exhibit "E."

Section 32. "Side Yard Line" shall mean and refer to the line defined as such on the attached Exhibit "E."

Section 33. "SWFWMD" shall mean and refer to the Southwest Florida Water Management District.

Section 34. "SWMS" shall mean the surface water management system facilities serving the Property and includes, but not limited to, any and all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes floodplain compensation areas, and wetland mitigation areas.

Section 35. "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; 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 publicly dedicated arterial and collector streets within the Properties or streets bounding its perimeter. Such walls (the "Boundary Walls") may be constructed either on Common Areas or the Lots, or other land of Owners adjacent to such rights of way, and may include a combination of berming, landscaping and vegetation or other material to provide for buffering to the extent desired by Declarant. 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. The Declarant also hereby reserves for itself and the Association, and its and their grantees, successors, legal representatives and assigns, an easement for ingress and egress to, over and across the Properties for the purpose of exercising its and their rights and obligations under this Declaration.

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.

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 regular annual assessment levied under this Declaration against his Lot remains unpaid for a period in excess of ninety (90) days, 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, subject to the approval of FHA/VA;

(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. The Common Area cannot be mortgaged or conveyed without the consent of at least 2/3 of the Lot Owners (excluding the Developer).

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.

Section 10. Surface Water Management Systems, Lakes and Wet Retention Ponds. The Association shall be responsible for maintenance of all SWMS, ditches, canals, lakes, and water retention ponds in the Properties. All SWMS within the Properties which are accepted by or constructed by the Association, excluding those areas (if any) normally maintained by Hillsborough County or another governmental agency, or an Owner, will be the ultimate responsibility of the Association, which may enter any portion of the Common Areas and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management. The cost shall be a Common Expense. Nothing in this Section shall be

construed to allow any person to construct any new water management facility, or to alter any storm management systems or conservation areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including the Association.

(a) No structure of any kind (including docks) shall be constructed or erected in or on, nor shall an Owner other than Declarant in any way change, alter, impede, revise or otherwise interfere with the flow or volume of water in any portion of any water management area, including, but not limited to, lakes, ponds, swales, drainage ways, or wet retention ponds or areas intended for the accumulation of runoff waters, without the specific written permission of the Board of Directors.

(b) No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by Declarant, the Board of Directors, or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefore are hereby specifically reserved and created.

(c) No Lot, Parcel or Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the Association. No person other than the Declarant or the Association may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, swimming, or wading in such areas allowed.

(d) All SWMS and conservation areas, excluding those areas (if any) maintained by Hillsborough County or another governmental agency, will be the ultimate responsibility of the Association. The Association may enter any Lot, Parcel or Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper SWMS. The cost shall be a Common Expense. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

(e) Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any SWMS or conservation areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including Southwest Florida Water Management District ("SWFWMD"), the Association and the Declarant, its successors and assigns.

(f) SWFWMD has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the SWMS.

(g) If the Association ceases to exist, all of the Lot or Parcel Owners shall be jointly and severally responsible for operation and maintenance of the SWMS in accordance with the requirements of the Environmental Resource Permit, unless an alternate entity assumes responsibility.

(h) The SWMS are located on land that is designated Common Area on the Plat, are located on land that is owned, or is to be owned, by the Association, or are located on land that is subject to an easement in favor of the Association and its successors.

(i) No construction activities may be conducted relative to any portion of the SWMS. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item, constructing or altering any water control structure; or any other construction to modify the SWMS. If the project includes a wetland mitigation area, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from SWFWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by SWFWMD in the Environmental Resource Permit may be conducted without specific written approval from SWFWMD.

(j) If the project has on-site wetland mitigation which requires ongoing monitoring and maintenance, the Association shall allocate sufficient funds in its budget for a monitoring and maintenance of the wetland mitigation area(s) each year, until SWFWMD determines that the area(s) is successful in accordance with the Environmental Resource Permit.

LOTS MAY CONTAIN OR ABUT CONSERVATION AREAS WHICH ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING, WITHOUT LIMITATIN, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. OWNERS ARE RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY SWFWMD, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE ASSOCIATION.

Section 11. Proviso. Notwithstanding any other provision in this Declaration, no amendment of the governing documents by any person, and no termination or amendment of this Declaration, will be effective to change the Association's responsibilities for the SWMS or any conservation areas, unless the amendment has been consented to in writing by SWFWMD. Any proposed amendment which would affect the SWMS or any conservation areas must be submitted to SWFWMD for a determination of whether the amendment necessitates a modification of the surface water management permit.

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. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot. The Declarant shall be a member so long as it owns one or more Lots.

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, 2008; 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. Declarant's rights, duties and obligations are set forth in Article VI, Section 6 of this Declaration.

Section 7. Suspension of Use Rights; Levy of Fines. The Association may suspend for a reasonable period of time the rights of an Owner or an Owner's tenants, guests, or invitees, or both, to use the Common Areas and facilities and may levy reasonable fines, not to exceed One Hundred and no/100 Dollars ($100.00) per violation per day for each day of a continuing violation not to exceed One Thousand and no/100 Dollars ($1,000.00) in the aggregate, against any Owner or any tenant, guest or invitee for failure to comply with the provisions of this Declaration, the Articles, Bylaws or rules and regulations promulgated by the Association. A fine or suspension may be imposed only after giving such Owner, tenant, guest or invitee at least fourteen (14) days written notice and an opportunity for a hearing before a committee of at least three (3) members of the Association appointed by the Board of Directors who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee. The committee must approve a proposed fine or suspension by a majority vote. No suspension of the right to use the Common Area shall impair the right of an Owner or Owner's tenant to have vehicular ingress to and egress from such Owner's Lot, including, but not limited to, the right to park.

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.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, 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. 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 Expenses assessment per Lot shall be Two Hundred and no/100 Dollars ($200.00), payable annually.

(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 Expenses may be increased above the increase permitted by subsection 3(b) above by a vote of two-thirds (2/3) of each class of Voting Members at a meeting duly called for this purpose.

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

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 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. Failure to pay assessments does not constitute a default under an insured mortgage.

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. Mortgagees are not required to collect assessments.

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 shall fail to do so, or should an Owner fail to perform any maintenance, repair or replacement required under the terms of this Declaration, the Association, upon ten (10) days prior written notice sent certified or registered mail, return receipt requested, or hand delivered, may have such work performed, and the cost thereof shall be specially assessed against such Lot, which assessment shall be secured by the lien set forth in Section 9 of this Article VI.

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 issuance.

Section 16. Cable Television. Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of cable television services to the community and all Dwellings included therein. If such agreement is established, the fees for the cable television service payable to the service provider shall be a common expense payable by the Association and shall be included within the annual budget for which the assessments are levied each year. No Owner may avoid or escape liability for any portion of the assessments by election not to utilize the cable television service.

Section 17. Visual Security. Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of a visual security service channel to the community and all Dwellings included therein. If such agreement is established, the fees for the visual security service channel payable to the service provider shall be a common expense payable by the Association and shall be included within the annual budget for which the assessments are levied each year. No Owner may avoid or escape liability for any portion of the assessments by election not to utilize the visual security service channel.

Section 18. Community Bulletin Board. Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of a community bulletin board channel to the community and all Dwellings included therein. If such agreement is established, the fees for the community bulletin board channel payable to the service provider shall be a common expense payable by the Association and shall be included within the annual budget for which the assessments are levied each year. No Owner may avoid or escape liability for any portion of the assessments by election not to utilize the community bulletin board channel.

ARTICLE VII – PLAN OF DEVELOPMENT

Section 1. General Plan of Development. The Declarant has on file at its business office, presently located at 3802 A Gunn Highway,Tampa, FL 33624, a copy of the 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. As used herein, the term “General Plan” shall mean such general plan of development together with any amendments or modifications thereof hereafter made.

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 Property shall be known and described as residential property. No more than one (1) single-family Dwelling Unit may be constructed on any Lot, except that more than one (1) Lot may be used for one (1) Dwelling Unit, in which event, all restrictions in this Declaration shall apply to such Lots as if they were a single Lot.

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 five (5) feet from a Side Yard Line or nearer than fifteen (15) feet from a Rear Yard Line. 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 "E"** 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 seven hundred (1,700) square feet, exclusive of screened area,

open porches, terraces, patios and garages. All Dwellings shall have at least two (2) 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 to Declarant, the County and public utilities 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 the County each shall have the right to convey in whole or in part 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, or 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 any such easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to or the installation, use and maintenance of such easement areas or any utilities or drainage facilities contained therein, or which may change the direction of flow or obstruct or retard the flow of drainage water in any such easement areas, of 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, utility company or the Association pursuant to this Declaration 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. No Owner shall alter or modify the drainage flow on a Lot without prior approval as set forth in Section 16 of this Article.

(b) There may be designated certain areas of the Property as "Drainage Easements" on the Plat. No permanent improvements or structures shall be placed or erected upon such Drainage Easements. In addition, no fences, driveways, pools and decks, patios, air conditioners, improvements with any impervious surface, utility sheds, trees, shrubs, hedges, plants or any other landscaping element other than sod shall be placed or erected upon or within such Drainage Easements. This Section shall not apply to Declarant if such improvements by it are approved by the County.

(c) The Declarant, for itself and its successors and assigns and for the Association may reserve a landscape and signage easement running along the perimeters of certain Lots within the Property as more specifically shown on the Plat or other instrument recorded in Public Records of the County, for the purposes of construction of monument signage. Once such monuments 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 such monuments in a neat and aesthetic condition like that as originally constructed. Declarant shall have the right, but not the obligation, to maintain, repair, replace or remove such monuments and shall have all easements reasonably necessary upon the Property to permit Declarant to exercise such rights. Nothing in this Section shall be construed to obligate Declarant to construct any such monuments.

(d) Association and the Owners consent hereby to an easement for utilities including but not limited to telephone, gas, water, cable television, electricity, sanitary sewer service, irrigation and drainage in favor of all lands which abut the Property, 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 Property so as to provide access to these services to said abutting lands directly from the Property.

(e) The Declarant, for itself and its successors and assigns and for the Association hereby reserves an easement five (5) feet wide running along the rear or side lot line, as the case may be, of any Lot which is parallel to and adjacent to any arterial and/or collector roads and streets for the purpose of contruction 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 such wall or fence and monuments in a neat and aesthetic condition.

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

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

(h) If ingress and egress to any dwelling is through the Common Area, any conveyance or encumbrance of the Common Area is subject to the Owner's easement for ingress, egress and utilities.

(i) Notwithstanding anything in this Section to the contrary, no easement granted by or pursuant to this Section shall exist under the outside perimetrical boundaries of any Dwelling Unit originally constructed by the Declarant on any portion of the Property.

Section 5. Use of Accessory Structures. Other than the Dwelling Unit and its 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, a Builder its agents, contractors and sub-contractors in connection with construction work. No recreation vehicle may be used as a residence or for any other purpose on any Lot.

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 Dwelling Units in the Property for sale or lease. Nothing shall 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 in the Property recognizes that Declarant, its agents or designated assigns, have the right to (i) use Lots or Dwelling Units erected thereon for sales offices, field construction offices, storage facilities, general business offices; (ii) maintain fluorescent lighted or spotlit furnished model Dwelling Units in the Property open to the public for inspection seven (7) days per week for such hours as are deemed necessary; and (iii) to construct additional Dwelling Units and other improvements upon the Property. Declarant's rights under the preceding sentence, except that of construction of Dwelling Units and other improvements, shall terminate seven (7) years from the date of recording of this Declaration, unless prior thereto Declarant has indicated its intention to abandon such rights by recording a written instrument among the Public Records of the County. It is the express intention of this Section that the rights granted Declarant to maintain sales offices, general business offices and model Dwelling Units shall not be restricted or limited to Declarant's sales activity relating to the Property, but shall also benefit Declarant in the construction, development and sale of such other real property 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. No person owning or in custody of a dog shall allow the dog to stray or go upon any other Owner's Lot without the consent of the Owner of such Lot. 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. No pets shall be permitted to place or have excretions on any portion of the Property other than the Lot of the owner of the pet unless the owner of the pet physically removes any such excretions from that portion of the Property. Notwithstanding anything herein to the contrary, if any dog or cat permitted to

be kept by an Owner shall become a nuisance to other Owners and such nuisance is not corrected after written notice to the Owner, the Board of Directors of the Association shall have the right to require the Owner to remove such animal permanently from the Properties.

Section 8. Fences, Walls and Hedges. Except as to fences, walls or hedges originally constructed or planted by or with the written authorization of the Declarant, if any, no fences, walls or hedges of any nature may be erected, constructed or maintained upon any Lot within any area 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 subdivision privacy fence or monument as provided in Subsection 4(c) of this Article. All fences, walls and hedges within Side Yards adjacent to Side Streets shall be in compliance with applicable local ordinances and codes. As to any fence, wall or hedge, erected or maintained pursuant to this Section, such fence, wall or hedge may be constructed or maintained to a height not to exceed six (6) feet. Provided, however, that any fence, wall or hedge which abuts, runs along, intersects with or joins the boundary of any pond, lake, water body, common area or facility shall not exceed thirty-six (36) inches in height from the ground. Such fences shall only be made of pressure treated wood materials or polyvinyl chloride (PVC) and must be kept in a good condition and repair. The fence style shall be board on board or shadowbox. 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 Unit on the Lot as part of the elevation or design.

Section 9. Vehicles. No motor vehicles shall be parked on the Property except on a paved or concrete driveway or in a garage. No motor vehicles which are primarily used for commercial purposes, except off duty public service vehicles such as police and emergency medical vehicles, other than those present on business, and no trailer, motorcycle, camper, van, truck, pick-up truck, semitrailer, truck-tractor, recreational vehicle, travel trailer, camping trailer, truck camper, motor home, boat or boat trailer may be parked on the Property unless inside a garage and concealed from public view.

Section 10. Storage. No Lot shall be used for the storage of rubbish, trash, garbage or other waste and such material shall not be kept on any Lot 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 aforedescribed area which is not between

the Side Street and the Side Dwelling Line. All clothes poles shall be susceptible 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 Roof Structures. No television, radio, or other electronic towers, aerials, antennas, satellite dishes or devises of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except that this prohibition shall not apply to those antennas specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the types of antennas that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennas.

To the extent that reception of an acceptable signal would not be impaired, an antenna permissible pursuant to rules of the Association may only be installed in a side or rear yard location, not visible from the street or neighboring property, and integrated with the dwelling and surrounding landscape. Antennas shall be installed in compliance with all state and local laws and regulations, including zoning, land use, and building regulations.

Section 13. Street Lighting. All street lighting on the Property shall be in accordance with applicable governmental ordinances, rules and regulations now or hereafter in effect. The Association shall have the right to contract for street lighting, and the fees under any such contract 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. The Owner of each Lot shall maintain the Dwelling located thereon in good repair, including, but not limited to the exterior paint and appearance of the Dwelling. If an Owner of a Lot fails, in Board's sole discretion, to maintain their Lot or Dwelling as required herein, the Board, after giving such Owner at least ten (10) days written notice, is hereby authorized, but shall not be hereby obligated, to maintain that Lot and said Owners shall reimburse Association for actual costs incurred therewith.

Section 15. Window Treatments. 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 16. Signs. Except as otherwise provided in this Declaration, no sign, billboard or advertising of any kind shall be erected or displayed upon the Properties other than by Declaration 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 "Fore Rent", the name and address of one (1) registered real estate broker and a phone number of Owner of his agent. Notwithstanding anything to the contrary, the 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 17. 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 17 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 18. 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 of 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 19. Basketball Hoops, Goals or Posts. No Basketball hoops, goals, or posts or similar structure shall be erected, constructed or maintained upon any Lot in any area of a Lot designated as "areas where fences are prohibited" in Exhibit "E."

Section 20. 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 FHA/VA approval (which approval need not be evidenced in the public record), so long as Declarant owns a Lot within the Properties, 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. Members of Committee. The Design Review Board shall consist of three (3) members. The initial members of the Design Review Board shall consist of persons designated by the Declarant from time to time. Each of said persons shall hold office until all Lots planned for the Properties have been conveyed, or sooner at the option of the Declarant. Thereafter, each new member of the Design Review Board shall be appointed by the Board of Directors and shall hold office until such time as such person has resigned or has been removed or a successor has been appointed, as provided herein. Members of the Design Review Board may be removed at any time without cause. The Board of Directors shall have the right to appoint and remove all members of the Design Review Board.

Section 2. Purpose and Function of Design Review Board. The purpose and function of the Design Review Board shall be to (a) create, establish, develop, foster, maintain, preserve and protect within Buckhorn Preserve a unique, pleasant, attractive and harmonious physical environment grounded in and based upon a uniform plan of development and construction with consistent architectural and landscape standards, and (b) review, approve and control the design of any and all buildings, structures, signs and other improvements of any kind, nature or description, including landscaping, to be constructed or installed upon all Properties and all Common Area within Buckhorn Preserve. Neither the Declarant nor the Design Review Board, or any of its members, shall have any liability or obligation to any person or party whomsoever or whatsoever to check every detail of any plans and specifications or other materials submitted to and approved by it or to inspect any Improvements constructed upon Properties or Common Area to assure compliance with any plans and specifications approved by it or to assure compliance with the provisions of this Declaration.

Section 3. All Improvements Subject to Approval. No buildings, structures, walls, fences, pools, patios, paving, driveways, sidewalks, signs, landscaping, planting, irrigation, landscape device or object, or other Improvements of any kind, nature or description, whether purely decorative, functional or otherwise, shall be commenced, constructed, erected, made, placed, installed or maintained upon any of the Properties or Common Area, nor shall any change or addition to or alteration or remodeling of the exterior of any previously approved buildings, structures, or other Improvements of any kind, including, without limitation, the painting of the same (other than painting, with the same color and type of paint which previously existed) shall be made or undertaken upon any Properties or Common area except in compliance and conformance with and pursuant to plans and specifications therefor which shall first have been submitted to and reviewed and approved in writing by the Design Review Board.

Section 4. Standards for Review and Approval. Any such review by and approval or disapproval of the Design Review Board shall take into account the objects and purposes of this Declaration and the purposes and function of the Design Review Board. Such review by and approval of the Design Review Board shall also take into

account and include the type, kind, nature, design, style, shape, size, height, width, length, scale, color, quality, quantity, texture and materials of the proposed building, structure or other Improvement under review, both in its entirety and as to its individual or component parts, in relation to its compatibility and harmony with other, contiguous, adjacent and nearby structures and other Improvements and in relation to the topography and other physical characteristics of its proposed location and in relation to the character of the Buckhorn Preserve community in general. The Design Review Board shall have the right to refuse to give its approval to the design, placement, construction, erection or installation of any Improvement on Properties or Common Area which it, in its sole and absolute discretion, deems to be unsuitable, unacceptable or inappropriate for Buckhorn Preserve.

Section 5. Procedure for Design Review. The Design Review Board shall develop, adopt, promulgate, publish and make available to all Owners, their architects and contractors and others who may be interested, either directly or through the Association, at a reasonable charge, reasonable and practical rules and regulations governing the submission of plans and specifications to the Design Review Board for its review and approval. Unless such rules and regulations are complied with in connection with the submission of plans and specifications requiring review and approval by the Design Review Board, plans and specifications shall not be deemed to have been submitted to the Design Review Board. Additionally, the Design Review Board shall be entitled, in its discretion, to establish, determine, charge and assess a reasonable fee in connection with and for its review, consideration and approval of plans and specifications pursuant to this Article, taking into consideration actual costs and expenses incurred during the review process, including the fees of professional consultants, if any, to and members of the Design Review Board, pursuant to this Declaration. The initial Design Review Fee shall be Fifty Dollars ($50.00). However, such Design Review Fee may be increased or decreased by the Design Review Board from time to time.

Section 6. Time Limitation on Review. The Design Review Board shall either approve or disapprove any plans, specifications or other materials submitted to it within thirty (30) days after the same have been duly submitted in accordance with any rules and regulations regarding such submission as shall have been adopted by the Design Review Board. The failure of the Design Review Board to either approve or disapprove the same within such thirty (30) day period shall be deemed to be and constitute an approval of such plans, specifications and other materials; subject, however, at all times to the covenants, conditions, restrictions and other requirements contained in this Declaration.

Section 7. Duration of Approval. Any approval of plans, specifications and other materials, whether by the Design Review Board or by the Declarant or the Board of Directors of the Association following appeal, shall be effective for a period of one (1) year from the effective date of such approval. If construction or installation of the building, structure or other Improvement for which plans, specifications and other

materials have been approved, has not commenced within said one (1) year period, such approval shall expire, and no construction shall thereafter commence without a resubmission and approval of the plans, specifications and other materials previously approved. The prior approval shall not be binding upon the Design Review Board on resubmission in any respect.

Section 8. Inspection of Construction. Any member of the Design Review Board or any officer, director, employee or agent of the Declarant or Association may, but shall not be obligated to, at any reasonable time, enter upon, without being deemed guilty of trespass, any Properties or Common Area and any building, structure or other Improvement located thereon, in order to inspect any building, structure or other Improvement constructed, erected or installed or then being constructed, erected or installed thereon in order to ascertain and determine whether or not any such building, structure or other Improvement has been or is being constructed, erected, made, placed or installed in compliance with this Declaration and the plans, specifications and other materials approved by the Design Review Board.

Section 9. Evidence of Compliance. Upon a request therefor from, and at the expense of, any Owner upon whose Lot the construction, erection, placement or installation of any building, structure or other Improvement has been completed or is in the process, the Design Review Board shall cause an inspection of such Lot and the Improvements then located thereon to be undertaken within thirty (30) days, and if such inspection reveals that the buildings, structures or other Improvements located on such Lot are in compliance with plans, specifications and other materials approved by the Design Review Board, the Design Review Board shall direct the Association through its President, Secretary or other officer of the Association thereunto duly authorized, upon the payment by the requesting Owner of a reasonable fee approximating the actual costs associated with such inspection and the preparation of such notice, to provide to such Owner a written statement of such compliance in recordable form. Such written statement of compliance shall be conclusive evidence of compliance of the inspected Improvements with the provisions of this Article as of the date of such inspection.

Section 10. Interior Alterations Exempt. Nothing contained in this Article shall be construed so as to require the submission to or approval of the Design Review Board of any plans, specifications or other materials for the reconstruction or alteration of the interior of any building, structure or other Improvement constructed on Properties or Common Area after having been previously approved by the Design Review Board, unless any proposed interior construction or alteration will have the effect of changing or altering the exterior appearance of such building, structure or other Improvement.

Section 11. Declarant Exempt. The Declarant shall be exempt from compliance with the provisions of this Article.

Section 12. Exculpation for Approval or Disapproval of Plans. The Declarant, any and all members of the Design Review Board and any and all officers, directors,

employees, agents and members of the Association, shall not, either jointly or severally, be liable or accountable in damages or otherwise to any Owner or other person or party whomsoever or whatsoever by reason or on account of any decision, approval or disapproval of any plans, specifications or other materials required to be submitted for review and approval pursuant to the provisions of this Article, or for any mistake in judgment, negligence, misfeasance or nonfeasance related to or in connection with any such decision, approval or disapproval. Each person who shall submit plans, specifications or other materials to the Design Review Board for consent or approval pursuant to the provisions of this Article, by the submission thereof, and each Owner by acquiring title to any Lot or any interest therein, shall be deemed to have agreed that he or it shall not be entitled to and shall not bring any action, proceeding or suit against the Declarant, the Design Review Board, the Association nor any individual member, officer, director, employee or agent of any of them for the purpose of recovering any such damages or other relief on account of any such decision, approval or disapproval. Additionally, plans, specifications and other materials submitted to and approved by the Design Review Board, or by Declarant or Board of Directors of the Association on appeal, shall be reviewed and approved only as to their compliance with the provisions of this Declaration and their acceptability of design, style, materials, appearance and location in light of the standards for review and approval specified in this Declaration, and shall not be reviewed or approved for their compliance with any applicable Governmental Regulations, including, without limitation, any applicable building or zoning laws, ordinances, rules or regulations. By the approval of any such plans, specifications or materials, neither the Declarant, the Design Review Board, the Association, nor any individual member, officer, director, employee or agent of any of them, shall assume or incur any liability or responsibility whatsoever for any violation of Governmental Regulations or any defect in the design or construction of any building, structure or other Improvement, constructed, erected, placed or installed pursuant to or in accordance with any such plans, specifications or other materials approved pursuant to this Article.

ARTICLE X
GENERAL PROVISIONS

Section 1. Additional Restrictions. In addition to this Declaration, the Declarant may record for parts of the Property additional deed restrictions applicable thereto either by master instrument or individually recorded instruments. Such deed restrictions may vary as to different parts of the Property 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 Property 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 and to exercise any authority granted to it by them. Nothing contained in this Section 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 Property.

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 the Owners of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded in the public records of the County, 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 (20) year period, or each successive ten (10) year period, an instrument signed by the then Owners of eighty (80%) percent of the Lots agreeing to terminate the covenants, conditions and restrictions at the end of such twenty (20) year or ten (10) year period has been recorded in the public records of the County. 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 the provisions of this Declaration, 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 the County, of 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; or

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 ten (10) 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 Property. Any such amendment shall be executed by the Declarant and shall be effective upon its recording among 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. FNMA Requirements. Upon written request to the Association, identifying the name and address of the eligible mortgage holder 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; or (d) any proposed action which would require the consent of a specified percentage of mortgage holders.

Section 8. 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 9. Assignment. Declarant shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant 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 10. 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 Property from the provisions of this Declaration.

Section 11. 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. Absolute liability is not imposed on Lot Owners for damage to Common Area or Lots in the Properties.

Section 12. Annexation.

(a) Additions to Properties and General Plan

(1) Additions to the Properties. Additional land, which is described on **Exhibit "F"** 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 12 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 two thirds (2/3) 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 Declarant, 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.

Section 13. Expansion or Modification of Common Areas. Additions or modifications to the Common Area may be made if not inconsistent with the General Plan and any amendments thereto. Neither the Declarant, its successors or assigns, shall be obligated, however, to make any additions or modifications. Declarant further reserves the right to change the configuration or legal description of the Common Areas due to changes in development plans.

Section 14. Mediation/Arbitration of Disputes and Other Matters. Notwithstanding anything to the contrary contained in this Declaration, all disputes and other matters (except as set forth herein) between or among the Declarant, the Association, the Board of Directors, any committee of the Association, any officer, director, partner, member, shareholder, employee, agent or other representative of any of the foregoing and any Owner(s) (all of whom shall collectively be deemed to be intended beneficiaries of this Section), shall be submitted first to mediation and, if not settled during mediation, then to final, binding arbitration, all in accordance with the provisions hereinafter set forth in this Section, and such disputes and other matters shall not be decided by a court of law. The disputes and other matters which are subject to mediation and/or arbitration under this Section include, without limitation, the following: (a) those arising under the provisions of this Declaration, the Articles of Incorporation or Bylaws of the Association; (b) those regarding any of the rules and regulations, design guidelines, resolutions, decisions, or rulings of the Association, the Board of Directors, or any of the Association's committees; (c) any and all controversies, disputes or claims between any of the intended beneficiaries of this Section, regardless of how the same might have arisen or on what it might be based; and (d) any statements, representations, promises, warranties, or other communications made by or on behalf of any of the intended beneficiaries of this Section.

The mediation shall be conducted before the American Arbitration Association ("AAA") in accordance with AAA's Commercial or Construction Industry Mediation Rules. If the dispute or other matter is not fully resolved by mediation, then the same shall be submitted to binding arbitration before AAA in accordance with their Commercial or Construction Industry Arbitration Rules, and any judgment upon the award rendered by the arbitrator(s) may be entered in and enforced by any court having jurisdiction over such dispute or other matter. The arbitrator(s) appointed to decide each such dispute shall have expertise in the area(s) of dispute, which may include legal expertise if legal issues may be involved. Unless otherwise provided by law, the costs of mediation and

arbitration shall be borne equally by the parties involved. Each party shall pay its respective attorneys' fees, costs and expenses, including those incurred in mediation, arbitration, or other matters. All decisions regarding whether a dispute or other matter is subject to arbitration shall be decided by the arbitrator.

Notwithstanding the foregoing, the following actions shall not be subject to this Section: (a) actions relating to the collection of fees, assessments, fines and other charges imposed or levied by the Association, the Board of Directors or any of the Association's committees; and (b) actions by the Association to obtain an injunction to compel the compliance with, or enjoin the violation of, the provisions of this Declaration, the Articles of Incorporation or Bylaws of the Association, and all rules and regulations, design guidelines, resolutions, decisions, or rulings of the Association, the Board of Directors, or any of the Association's committees.

ARTICLE XI – MANDATORY PROCEDURES

Section 1. Notice. As a condition precedent to seeking any action or remedy against Builder, an Owner having a Claim against the Builder shall notify the Builder in writing by certified mail (the "Notice"), stating plainly and concisely:

a. the nature of the Claim, including the persons involved and Builder's role in the Claim;

b. the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

c. the proposed remedy; and

d. any evidence that depicts the nature and cause of the Claim and the nature and extent of repairs necessary to remedy the Claim, including expert reports, photographs, and videotapes.

Section 2. Inspection. Builder shall be given a reasonable opportunity to inspect and have inspected the Home that is the subject of the Claim to determine the nature and cause of any alleged defect and the nature and extent of repairs necessary to remedy the Claim. Unless otherwise provided by law or agreed to by the parties, Builder shall have a minimum of 35 days from receipt of the Notice to conduct any inspection.

Section 3. Right to Cure. Builder shall have the right to repair, replace or pay the Owner the reasonable cost of repairing or replacing any defective item. Unless otherwise provided by law or agreed to by the parties, Builder shall have a minimum of 90 days from receipt of the Notice to cure as provided herein. An Owner shall have no right to bring any action against Builder until expiration of Builder's right to cure.

Section 4. Time. The time periods provided for the inspection and cure by Builder shall be extended by any period of time that Owner refuses to allow Builder to inspect the Home and/or cure. Any inspection, test, repair or replacement performed on a business day between 9 a.m. and 5 p.m. shall be deemed to be reasonable hereunder.

Section 5. Negotiation and Mediation.

a. The parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation.

b. If the parties do not resolve the Claim within 90 days after the date of the Notice (or within such other period as may be agreed upon by the parties) ("Termination of Negotiations"), either party may submit the Claim to mediation under the auspices of the American Arbitration Association ("AAA") in accordance with the AAA's Residential Construction Mediation Rules in effect on the date of the Notice. If there are no Residential Construction Mediation Rules currently in effect then the AAA's Construction Industry Mediation Rules shall be utilized. Unless mutually waived by the parties, submission of the Claim to mediation is a condition precedent to either party taking further action with regard to the Claim.

c. Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the parties. If the parties do not settle the Claim within 30 days after submission of the matter to the mediation, or within such other time as determined by the mediator or agreed to by the parties, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth that the parties are at an impasse and the date that mediation was terminated.

Each party shall bear its own costs of the mediation, including attorneys' fees, and each party shall share equally all charges rendered by the mediator. If the parties agree to a resolution of any Claim through negotiation or mediation and any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate arbitration proceedings to enforce such agreement without the need to again comply with the procedures set forth herein. In such event, the party taking action to enforce the agreement shall be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties pro rata) all costs incurred in enforcing such agreement, including without limitation, attorneys' fees and court costs.

Section 6. Binding Arbitration.

a. Upon Termination of Mediation, either party shall thereafter be entitled to initiate final, binding arbitration of the Claim under the auspices of the AAA in accordance with the AAA's Residential Construction Arbitration Rules in effect on the date of the Notice. If there are no Residential Construction Arbitration Rules currently in

effect then the AAA's Construction Industry Arbitration Rules shall be utilized. Such Claims shall not be decided by or in a court of law. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Claim. If the claimed amount exceeds $250,000 or includes a demand for punitive damages, the dispute shall be heard and determined by three arbitrators. Otherwise, unless mutually agreed to by the parties, there shall be one arbitrator. Arbitrators shall have expertise in the area(s) of dispute, which may include legal expertise if legal issues are involved.

b. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law, the non-contesting party shall be awarded reasonable attorneys' fees and expenses incurred in defending such contest. All decisions respecting the arbitrability of any Claim shall be decided by the arbitrator(s).

c. The award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has caused this Declaration to be duly executed as of this 11th day of December, 2001.

Signed, sealed and delivered
in the presence of:

Romena C. Greenlaw
Printed Name: ROWENA GREENLAW

Mary K Kyle
Printed Name: MARY K KYLE

DECLARANT:

CORDOBA DEVELOPMENT III, INC.
a Delaware corporation

By: Lance Ponton
Printed Name: LANCE PONTON
Its _____ President

Attest: Robert Allison
Printed Name: ROBERT ALLISON
Its _____ Secretary

(CORPORATE SEAL)

3802 A Gunn Highway
Tampa, Florida 33624

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this ____ day of December, 2001, by LANCE PONTON and ROBERT ALLISON as its _____ President and _____ Secretary, respectively, of CORDOBA DEVELOPMENT III, INC., a Delaware corporation, on behalf of the corporation, who are personally known to me or who have produced _____ as identification.

Mary K Rude

Printed Name: _____
Commission No.:
My commission expires:

MARY K. RUDE
Notary Public, State of Florida
My comm. exp April 20, 2005
Comm. No DD 018872

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252606.3

EXHIBIT "A"

BUCKHORN PRESERVE, PHASE 1

Legal Description:

A tract of land lying in the Northwest 1/4 of Section 5, Township 30 South, Range 21 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northwest 1/4 of said Section 5; run thence North 89°41'24" West, along the South boundary of said Northwest 1/4 of Section 5, 17.72 feet to a point of intersection with the Westerly maintained right-of-way line of Pearson Road and the Point of Beginning; thence continue North 89°41'24" West, 854.91 feet; thence departing said South boundary of the Northwest 1/4 of Section 5, North 12°37'19" East, 374.85 feet; thence West, 7.40 feet; thence North 00°03'43" West, 109.92 feet; thence South 89°56'17" West, 27.60 feet; thence North 00°03'43" West, 160.00 feet; thence South 89°56'17" West, 33.01 feet to a point of curvature; thence 33.84 feet along the arc of a curve to the left, said curve having a radius of 185.00 feet, an included angle of 10°28'52", and a chord of 33.79 feet which bears South 84°41'51" West to the end of said curve and the beginning of a non-tangent line; thence North 09°39'32" West, 110.65 feet to the beginning of a non-tangent curve; thence 32.58 feet along the arc of a curve to the left, said curve having a radius of 285.00 feet, an included angle of 06°32'57", and a chord of 32.56 feet which bears South 77°03'59" West to the end of said curve and the beginning of a non-tangent line; thence North 16°12'29" West, 160.00 feet to the beginning of a non-tangent curve; thence 37.33 feet along the arc of a curve to the left, said curve having a radius of 445.00 feet, an included angle of 04°48'24", and a chord of 37.32 feet which bears South 71°23'19" West to the end of said curve and the beginning of a non-tangent line; thence North 21°00'53" West, 110.00 feet; thence North 24°29'02" West, 50.08 feet; thence North 00°03'43" West, 421.10 feet; thence North 89°56'17" East, 1091.60 feet to a point of intersection with the aforementioned Westerly maintained right-of-way line of Pearson Road; and thence along said Westerly maintained right-of-way line, South 01°00'48" West, 1451.44 feet to the Point of Beginning.

Which said property has been platted as BUCKHORN PRESERVE – PHASE 1, according to the plat thereof recorded in Plat Book 91, page 44, Public Records of Hillsborough County, Florida.