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**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
WEST MEADOWS  
FOR  
STONE RIDGE AT HIGHWOODS PRESERVE**

THIS SUPPLEMENTAL DECLARATION, is made this 12 day of November,  
2003, by **WEST MEADOWS, LLC**, a Florida limited liability company, hereinafter referred to  
as "Developer", and **MOBLEY HOMES FLORIDA, LLC**, a Florida limited liability company,  
hereinafter referred to as "Declarant",

**RECITALS:**

A. Developer has subjected certain lands owned by it to the Declaration of  
Covenants, Conditions, Restrictions and Easements for West Meadows, recorded in O.R. Book  
8359, Page 1515 of the Public Records of Hillsborough County, Florida, as supplemented and  
amended from time to time (the "Declaration").

B. Pursuant to the provisions of Article XI of the Declaration, the Developer has the  
right to annex all or any portion of West Meadows to the terms and conditions of the Declaration  
by recording a Supplemental Declaration, which Supplemental Declaration may contain any  
additions or modifications to the provisions of the Declaration which are applicable to the  
property to be annexed to the Declaration to reflect the different character of such lands.

C. By deed dated October 4, 2002, Declarant acquired from Developer title to the  
following described lands located in Hillsborough County, Florida:

A parcel of land lying in the Southeast ¼ of Section 11, Township 27 South,  
Range 19 East, Hillsborough County, Florida, and being more particularly  
described as follows:

Commence at the Southeast corner of said Southeast ¼ of Section 11, said point  
also being the South boundary of WEST MEADOWS PARCEL 4 PHASE 3,  
according to the plat thereof as recorded in Plat Book 80, Page 59, Public Records  
of Hillsborough County, Florida, and also being the North boundary of  
RICHMOND PLACE PHASE 2, according to the plat thereof as recorded in Plat

Book 83, Page 41, Public Records of Hillsborough County, Florida, run thence along the South boundary of said Southeast ¼ of Section 11, also being the South boundary of said WEST MEADOWS PARCEL 4 PHASE 3, and also being said North boundary of RICHMOND PLACE PHASE 2, N. 89°45'19" W., 514.71 feet to the Southwest corner of said WEST MEADOWS PARCEL 4 PHASE 3, said point also being the POINT OF BEGINNING; thence continue along said South boundary of the Southeast ¼ of Section 11, and said North boundary of RICHMOND PLACE PHASE 2, N. 89°45'19" W., 1349.13 feet to the Southeast corner of HIGHWOODS PRESERVE PARKWAY EXTENSION, according to the plat thereof as recorded in Plat Book 90, Page 43, Public Records of Hillsborough County, Florida; thence along the Easterly boundary of HIGHWOODS PRESERVE PARKWAY EXTENSION, the following four (4) courses: 1) N. 00°14'41" E., 80.94 feet to a point of curvature; 2) Northwesterly, 605.82 feet along the arc of a curve to the left having a radius of 540.00 feet and a central angle of 64°16'47" (chord bearing N. 31°53'42" W., 574.55 feet); 3) N. 25°57'55" E., 90.82 feet; 4) N. 46°00'38" W., 306.98 feet; thence EAST, 1193.76 feet; thence S. 21°46'38" E., 325.00 feet; thence EAST, 519.11 feet to a point on the West boundary of the aforesaid WEST MEADOWS PARCEL "4" PHASE 3; thence along said West boundary, SOUTH, 567.56 feet to the Point of Beginning, all as per the Plat of Stone Ridge Townhomes at Highwoods Preserve recorded in Plat Book 96, Page 7, Public Records of Hillsborough County, Florida ("The Stone Ridge Property").

D. Declarant intends to develop The Stone Ridge Property as a community of single family attached residences.

E. Developer and Declarant desire to subject The Stone Ridge Property to the Declaration, and further desire to subject The Stone Ridge Property to the additional terms set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, Developer and Declarant hereby declare that The Stone Ridge Property shall be held, sold and conveyed subject to (i) the Declaration, and (ii) the following easements, covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with, The Stone Ridge Property and be binding on all parties having any right, title or interest in such property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

#### ARTICLE I DEFINITIONS AND CONSTRUCTION

Unless the context expressly requires otherwise, the following terms as follows wherever used in this Supplemental Declaration:

Section 1. "Association" means West Meadows Property Owners Association, Inc., its successors and assigns.

Section 2. "Board" or "Board of Directors" means the Neighborhood Association's Board of Directors.

Section 3. "Declarant" means MOBLEY HOMES FLORIDA, LLC, a Florida limited liability company, its successors and assigns, if such successors and assigns are designated in writing by the Declarant as the successors and assigns of the Declarant's rights hereunder.

Section 4. "Developer" means WEST MEADOWS, LLC, a Florida limited liability company, its successors and permitted assigns.

Section 5. "FHA" means the Federal Housing Administration of the Department of Housing and Urban Development of the United States of America and its successors.

Section 6. "Future Supplemental Declaration" means any declaration hereafter recorded for the purpose of extending the provisions of this Supplemental Declaration to any lands other than the Property.

Section 7. "Law" includes, without limitation, any statute, ordinance, rule, regulation or order validly created, promulgated or adopted by the United States, or any agency, officer, or instrumentality thereof, or by the State of Florida, or any agency, officer, municipality or political subdivision thereof, or by any officer, agency or instrumentality of such municipality or subdivision, in effect as of the date of recordation of this Supplemental Declaration.

Section 8. "Lot" means any plot of ground shown on any recorded subdivision plat of the Property, other than the Neighborhood Common Property and streets or other areas dedicated to public use.

Section 9. "Mortgage" means any mortgage, deed of trust, or other instrument transferring any interest in a Lot as security for performance of an obligation. "First Mortgage" means any Mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property.

Section 10. "Mortgagee" means any person named as the obligee under any Mortgage, or the successor in interest to such person.

Section 11. "Neighborhood Association" means Stone Ridge Townhomes Owners' Association, Inc., a corporation not-for-profit, organized or to be organized pursuant to Ch. 617, Fla. Stat., and its successors and assigns.

Section 12. "Neighborhood Common Property" means all property from time to time owned by the Neighborhood Association for the common use or enjoyment of all Owners. The Neighborhood Common Property initially consists of the lands designated as Tracts A, B, and C, as shown on the Plat, together with all improvements, fixtures and tangible personal property now or hereafter situated thereon and the benefit of any and all appurtenant easements. The Neighborhood Common Property shall also include easements under each Lot for the benefit of each respective Lot Owner serviced by said easements, for all conduits, pipes, ducts, plumbing, wiring and all other facilities necessary for the furnishing of utility services to Lots, which easements shall be maintained exclusively by the Neighborhood Association.

Section 13. "Owner" means the record Owner, whether one or more persons, of the fee simple title to any Lot, including contract sellers, but excluding any other person holding such fee simple title merely as security for the performance of an obligation.

Section 14 "Person" means any natural person or artificial legal entity, unless the context expressly requires otherwise.

Section 15. "Plat" means the recorded plat of West Meadows Parcel "8", STONE RIDGE TOWNHOMES AT HIGHWOODS PRESERVE, per Plat Book 96, Page 7, Public Records of Hillsborough County, Florida.

Section 16. "Property" means the real property that is subject to this Supplemental Declaration, as described on Page 1 hereof, and such additional lands to which this Supplemental Declaration may be extended from time to time as provided in Article VIII, Section 2.

Section 17. "Recorded" means filed for record in the public records of Hillsborough County, Florida.

Section 18. "Stormwater Management Systems" means the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other service water or stormwater management capabilities as permitted by the Southwest Florida Water Management District. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the Southwest Florida Water Management District.

Section 19. "The Work" means the initial construction of improvements, including dwelling units, common area amenities, landscaping and hardscaping upon all or any portion of the Property for a single family residential community and the sale and/or leasing thereof by Declarant.

Section 20. "VA" means the Veterans Administration of the United States of America and its successors.

Section 21. Documentation. The legal documentation for The Stone Ridge consists of this Supplemental Declaration, all Future Supplemental Declarations, the Neighborhood Association's Articles of Incorporation, a copy of which is attached hereto as Exhibit "A" the Neighborhood Association's By-Laws, a copy of which is attached hereto as Exhibit "B" and all amendments to any of the foregoing now or hereafter made. Unless the context expressly requires otherwise, the following terms mean as follows wherever used in any of the foregoing, in any corporate resolutions and other instruments of the Neighborhood Association, and in any deeds, mortgages, assignments and other instruments relating to all or any portion of the Property.

(a) "Supplemental Declaration" means this Supplemental Declaration and all applicable Future Supplemental Declarations, as from time to time amended.

(b) "Articles" means the Articles of Incorporation of the Neighborhood Association, and its successors, as from time to time amended.

(c) "By-Laws" means the By-Laws of the Neighborhood Association, and its successors, as from time to time amended.

Section 22. Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of one gender includes all genders; and the use of the terms "including" or "include" is without limitation. Wherever any time period in this Supplemental Declaration, the Articles or the By-Laws is measured in days, "days" means consecutive calendar days; and if such time period expires on a Saturday, Sunday or Legal Holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday or Legal Holiday. Unless the context expressly requires otherwise, the terms "Neighborhood Common Property," "Lot," and "Property" include any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon. This Supplemental Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability and desirability of the Property as a residential community by providing a common plan for the development and enjoyment thereof. The headings used in this Supplemental Declaration or any other document described in the preceding Sections of this Article are for indexing purposes only and are not to be used to interpret, construe or apply its substantive provisions.

## ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner has a nonexclusive right and easement of enjoyment in and to the Neighborhood Common Property that is appurtenant to, and shall pass with, the title to every Lot, subject to the following:

(a) Fees. The Neighborhood Association's right to charge reasonable admission and other fees for the use of any recreational facility situated upon the Neighborhood Common Property.

(b) Suspension: Fines. Subject to notice and hearing as may be required by law, the Neighborhood Association's right: (i) to suspend any Owner's right to use the Neighborhood Common Property and any such recreational or other facilities for a period not to exceed sixty (60) days for any infraction of the Neighborhood Association's rules and regulations; and (ii) to fine an Owner, tenant, guest or invitee of an Owner, not to exceed \$100.00 per violation of this Supplemental Declaration, the Articles, By-laws or any duly adopted rule of the Neighborhood Association. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000.00 in the aggregate.

(c) Dedication. The Neighborhood Association's right to dedicate, transfer or mortgage all or any part of the Neighborhood Common Property to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by its members. Such dedication, transfer or mortgage shall be approved by at least seventy-five percent (75%) of each class of voting members of the Neighborhood Association.

(d) Rules and Regulations. The Neighborhood Association's right to adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Neighborhood Common Property, as hereinafter provided.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment and other rights in the Neighborhood Common Property to: (i) all family or household members of such Owner; or (ii) such Owner's tenants or contract purchasers; and (iii) all family or household members of such tenants or purchasers, provided the foregoing actually reside upon such Owner's Lot. Any delegation to tenants or invitees of any of the foregoing is subject to the Neighborhood Association's rules and regulations.

Section 3. Right of Access. To the extent that any Owner of any Lot lacks legal access to a dedicated public street, such Owner has an easement for pedestrian and vehicular ingress and egress over, across and through the Neighborhood Common Property to a dedicated public street. Such easement is exclusive as to any driveway situated in whole or in part upon the Neighborhood Common Property and servicing such Owner's Lot exclusively, but it otherwise is non-exclusive. The extent of such easement is that reasonably necessary to provide convenient access to such Owner's Lot.

Section 4. Rights of Use. The Neighborhood Association additionally may assign to any Lot or Lots an exclusive right of use for any postal, refuse storage and collection, and other facilities from time to time maintained by the Neighborhood Association upon the Neighborhood Common Property, for the use of any or all Owners severally. If any such facility is not available for use by all Owners, then all costs of installing, maintaining, repairing, servicing and replacing the same shall be assessed against the Lots granted such exclusive right of use as provided in Article V, Section 6, of this Supplemental Declaration.

Section 5. Reciprocal Easements. There are reciprocal appurtenant easements between each Lot and such portion or portions of the Neighborhood Common Property adjacent thereto, and between adjacent Lots, for the maintenance, repair and reconstruction of any party wall or walls, as provided in Article VII of this Supplemental Declaration; for lateral and subjacent support; for overhanging roofs, eaves and trees, if any, installed by Declarant as part of the Work, and for replacements thereof; for encroachments caused by the initial placement, settling or shifting of any improvements constructed, reconstructed or altered therein in accordance with the provisions of this Supplemental Declaration; and for the drainage of ground and surface waters in the manner established by Declarant as part of the Work. To the extent not inconsistent with this Supplemental Declaration, the general rules of common law apply to the foregoing easements. The extent of such easements for drainage, lateral and subjacent support and overhangs is that reasonably necessary to effectuate their respective purposes; and such easements of encroachment extend to a distance of not more than five feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. There is no easement for overhangs or encroachments caused by willful or intentional misconduct by any Owner, tenant or the Neighborhood Association.

If any portion of the Neighborhood Common Property by virtue of the Work performed by the Declarant encroaches upon a Lot, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. If any portion of a Lot by virtue of the Work performed by Declarant encroaches upon the Neighborhood Common

Property or upon an adjoining Lot or Lots, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Neighborhood Common Property or on the Lots for the purposes of marketability of title. In the event a building on the Neighborhood Common Property or a Lot or any portion thereof is destroyed and then rebuilt, the Owners of the Lot or Lots agree that minor encroachments of parts of the Neighborhood Common Property, or other Lots, because of such reconstruction shall be permitted and that an easement for such encroachment and the maintenance and repair of the same shall exist.

Section 6. All Rights and Easements Appurtenances. The benefit of all rights and easements granted by this Article, or by any Future Supplemental Declaration, constitute a permanent appurtenance to, and shall pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive by this Article or by any Future Supplemental Declaration, its benefit nevertheless is exclusive to all Lots granted such benefit by this Article, or by such Future Supplemental Declaration, unless this Article, or such Future Supplemental Declaration expressly grants such benefit to additional Persons. In no event shall the benefit of any such easement extend to the general public.

Section 7. Utility Easements:

(a) Declarant hereby dedicates those portions of the Neighborhood Common Property where utility facilities may be installed for use by all utilities including water, sewer, stormwater drainage, electricity, telephone and cable television for the construction and maintenance of their respective facilities servicing the Property; and Declarant hereby grants to such utilities, jointly and severally, easements for such purpose. The location and extent of such easements is as shown on any recorded subdivision plat of the Property or other Recorded instrument defining the same. In the absence of such express designation, such easements are located and extend seven and one-half (7 1/2) feet on either side of the centerline of each facility respectively installed by each utility within the Neighborhood Common Property as part of the Work prior to the conveyance of such portion of the Neighborhood Common Property by Declarant to the Neighborhood Association; however, no portion of the Neighborhood Common Property occupied by any building installed by Declarant as part of the Work is included within any easement area. Subsequent to Declarant's conveyance, additional easements may be granted by the Neighborhood Association for utility purposes only as provided in Section 1 (c) of this Article. In the event the City of Tampa, Hillsborough County or any utility fails to repair any damage to the Neighborhood Common Property caused by the installation or repair of its facilities, then the Neighborhood Association shall make such repairs.

(b) The Neighborhood Common Property as provided in Article I, Section 3, is defined to include easements under each Lot for the benefit of each respective Lot Owner serviced by said easements, for all conduits, pipes, ducts, plumbing, wiring and all other facilities necessary for the furnishing of utility services to Lots, which easements shall be maintained exclusively by the Neighborhood Association.

(c) Notwithstanding Article IV, Section B.1. of the Declaration to the contrary, the Developer's rights with respect to utility easements on, over and under the Lots shall be limited to only the rights established in this Section 7.

Section 8. Drainage Easements. Easements for drainage are hereby granted to the Association, as private easements, subject to being dedicated to the public as may be delineated on the Plat. The use of such easements is limited strictly to drainage and utility purposes or both. No rights are granted to the general public with respect to any body of water, natural or artificial, from time to time existing within such easement areas, as all riparian rights in and to such bodies of water are hereby reserved exclusively for the private benefit of the Association and the persons entitled to make such use under the applicable provisions of this Supplemental Declaration.

Section 9. Use of Lots:

(a) Antennas. No television or radio masts, towers, poles, antennas, aerials or appurtenances shall be erected, constructed, maintained or allowed to remain on any Lot in such a manner as to be visible from the exterior of such Lot if a master television and radio antenna system or cable system is available or becomes available to such Lot. Microwave antennas for television reception having a diameter not greater than eighteen (18) inches are permitted, provided that they are completely screened from view and can not be seen from outside the Lot.

(b) Land Use and Building Type. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family townhouse dwelling not to exceed height as authorized by zoning, governmental approvals or other regulations, applicable to said Lot.

(c) Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(d) Temporary Structures, Outbuildings, Athletic Equipment. No temporary structure, storage shed, basketball goal, baseball or tennis pitching machines, nets or batting cages, trailer, tent, shack, mobile home, boat or recreational vehicle shall be permitted on any Lot at any time, or used on any Lot at any time as a residence, either temporarily or permanently, except as permitted by Section 17 of this Article. With the exception of household barbecue grills containing propane tanks, no gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any residential structures built on the Property or any ancillary buildings, and except for household barbecue grills containing propane tanks, all gas tanks, gas containers and gas cylinders shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative wall approved by the Architectural Control Committee referred to in Article VI hereof.

(e) Damage to Buildings. In the event a dwelling unit located on a Lot is damaged, through an act of God or other casualty, the Lot Owner upon which the



dwelling unit is located shall promptly cause his dwelling unit to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the Neighborhood Association to enforce this provision so that each Lot Owner complies with this responsibility to repair and rebuild. To accomplish the requirements of this Section, each Owner shall insure his dwelling unit at the highest insurable value.

(f) Commercial Trucks, Trailers, Campers and Boats. No trucks in excess of three-quarters (3/4) ton, vehicles containing commercial lettering, vehicles including vans used for commercial purposes, campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot, except only during the periods of approved construction on said Lot, and except that they may be stored within garages or behind patio walls or in designated areas if not visible from the streets or roadways and other Lots or property. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services. Non-commercial vans used for personal purposes shall not be prohibited.

(g) Fences. No fence, wall, or other structure shall be erected in the front yard, back yard, or side yard setback areas, except as originally installed by Declarant or its assignee, or except any fence approved by the Architectural Control Committee.

(h) Garbage and Trash Disposal. No garbage, refuse, trash, or rubbish shall be deposited on any Lot except in areas designated for such purpose; provided, however, that the requirements from time to time of the City of Tampa or County of Hillsborough for disposal or collection of same shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage, refuse, trash or rubbish containers must be screened from view from all sides at all times except during pick-up, and shall not be set outside for more than twelve (12) hours before any scheduled pick-up.

(i) Drying Areas. There shall be no outside drying areas for clothing, laundry, or wash.

(j) Lawful Conduct. No immoral, improper, offensive or unlawful use shall be made of any Lot or other improvements. All valid Laws shall be strictly observed.

(k) Window Treatments. Within thirty (30) days of purchase, a Lot Owner shall install tasteful drapes, curtains or other window treatment. No windows within a dwelling unit may be tinted without the consent of the Architectural Control Committee. As used herein, the term "Window Treatment" is limited to traditional window coverings, and excludes, without limitation, sheets, toweling or other similar temporary covering.

(l) Violations. In the event of a violation of these covenants and restrictions, or of any rule properly promulgated by the Board of Directors of the Neighborhood Association, the Neighborhood Association may, as an additional remedy, provide written notice of the violation to the Owner of record and, if the said violation shall continue for a period of seven (7) days from the receipt of the written notice, subject to

notice and hearing as required by law, the Owner may be assessed an amount up to One Hundred Dollars (\$100.00) per violation or the maximum amount allowed by law, if such amount is greater. This assessment shall be considered in the same manner as specific assessments as defined in Article V, Section 6, and those terms of this Supplemental Declaration providing for the recording of the assessment lien, enforcement and collection shall also apply.

Section 10. Animals. No animals, livestock or poultry shall be raised, bred or kept anywhere within the Property, except a maximum of one (1) dog under twenty (20) pounds, a maximum of two (2) cats, and other customary household pets may be kept on Lots subject to rules and regulations adopted by the Neighborhood Association, provided such animals are not kept, bred or maintained for any commercial purpose. The first Owner of a Lot may keep any domesticated dogs which it may own at the time of purchase; however, the replacement of any such dog and any subsequently owned dogs shall not exceed twenty (20) pounds in weight. The Neighborhood Association shall designate an area for walking of dogs and shall be entitled to collect from each dog owner an initial non-refundable fee in the amount of Two Hundred Dollars (\$200.00), payable to the Neighborhood Association within thirty (30) days from the date an Owner acquires a dog, to defray the cost of the maintenance of the Neighborhood Common Property necessary for accommodation of dogs on the Property. The Neighborhood Association may charge an annual fee for owning a dog, the amount to be set by the Board of Directors: ..

Section 11. Parking Rights. Vehicle Repairs. There shall be no parking on any grass or landscaped area, sidewalks, Neighborhood Common Property, or any portion of a Lot other than the driveways and garages constructed for such purpose. No motor vehicle, motor home, boat or other equipment shall be repaired, serviced, painted, dismantled, rebuilt, or constructed upon the Property, unless such activities are conducted within an enclosed garage and are completely screened from view. While the Declarant still owns Lots for sale, or under construction on the Property, Declarant shall have the right to set aside areas for its exclusive use on the Property for business and customer parking from the hours of 10 a.m. to 6 p.m. Monday through Saturday and 12:00 p.m. to 6 p.m. on Sundays.

Section 12. General Restrictions. Except as expressly provided in this Supplemental Declaration or with the Neighborhood Association's prior written consent or in accordance with the Neighborhood Association's rules and regulations:

(a) Obstructions. There shall be no obstruction of the Neighborhood Common Property nor shall anything be kept or stored on the Neighborhood Common Property.

(b) Alterations. Nothing shall be altered on, constructed upon, or removed from the Neighborhood Common Property.

(c) Activities. No activity shall be permitted in or upon the Neighborhood Common Property.

(d) Signs. An Owner may install a single Lot "For Sale" sign, not to exceed 2' x 2', indicating that the property is for sale or for lease, but no other signs of any kind, or pendants, flags, or other commercial displays shall be displayed to the public view within the Property except those as may be allowed upon application to and approval of the

Architectural Control Committee, or used by the Declarant or Developer incident to development and sales.

(e) Waterbodies. The Board of Directors from time to time may regulate and/or prohibit any and all uses and activities in, upon and about any waterbody situated in whole or in part on the Neighborhood Common Property.

Section 13. Association Restrictions. The covenants, conditions and restrictions contained in the Declaration and any additional use restrictions from time to time adopted by the Association which are applicable to the Property (collectively, the "Association Restrictions") are incorporated herein by reference and shall govern the use of the Property. In the event of a conflict between the provisions of this Supplemental Declaration and the Declaration or the Association Restrictions, the more restrictive restriction shall control for purposes of this Supplemental Declaration.

Section 14. General Prohibitions and Indemnity. No activity is permitted, nor shall any object or substance be kept, stored or emitted, anywhere within the Property in violation of law. No noxious, destructive or offensive activity is permitted anywhere within the Property, nor shall anything be done therein that may constitute an annoyance or nuisance to any Owner or to any other Person at any time lawfully residing within the Property. Each Owner shall defend, indemnify and hold the Neighborhood Association and all other Owners harmless against all loss from any such damage or waste caused by such Owner, or by any family or household member residing on such Owner's Lot. Notwithstanding the foregoing, or any other provision of this Supplemental Declaration to the contrary, an Owner's liability to the Neighborhood Association for unintentional acts or omissions shall be limited to the available proceeds of any and all insurance maintained by such Owner if, at the time of such act or omission, such Owner has insurance in force complying with such reasonable requirements as the Neighborhood Association from time to time may establish. Collectability of such proceeds is at the Neighborhood Association's risk. To the extent from time to time available, the Neighborhood Association's insurance must provide for waiver of subrogation by the Neighborhood Association's insurer against any Owner because of any unintentional act or omission for which such Owner is responsible under this Section. The indemnification provisions of this Section shall in no way be construed to make an Owner an insurer of the Neighborhood Association or the Neighborhood Common Property. The Neighborhood Association shall be responsible for insuring itself and the Neighborhood Common Property all in accordance with Article IX of this Supplemental Declaration.

Section 15. Rules and Regulations. No Owner or other Person residing within the Property or invitees shall violate the Neighborhood Association's rules and regulations for the use of the Lots or the Neighborhood Common Property, and all Owners and other Persons residing within the Property, and their invitees, at all times shall do all things reasonably necessary to comply with the same. Wherever any provision of this Supplemental Declaration, or any Future Supplemental Declaration, prohibits any activity, condition or structure within the Property except as permitted by the Neighborhood Association's rules and regulations, such restriction or prohibition is self-executing until the Neighborhood Association promulgates rules and regulations expressly permitting such activities. Without limitation, any rule or regulation shall be deemed "promulgated" when posted conspicuously at such convenient location within the Property as the Neighborhood Association from time to time may designate for such purpose.

Section 16. Ownership Rights Limited to those Enumerated. No transfer of title to any Lot shall pass any rights in and to the Neighborhood Common Property except as expressly enumerated in this Supplemental Declaration or any applicable Future Supplemental Declaration. No provision in any deed or other instrument of conveyance of any interest in any Lot shall be construed as passing any such right, title and interest except as expressly provided in this Supplemental Declaration or applicable Future Supplemental Declaration. The conveyance of the Neighborhood Common Property to the Neighborhood Association shall vest in the Neighborhood Association exclusively all riparian rights in and to any stream, pond, lake or other waterbody situated thereon, in whole or in part, notwithstanding the fact that any Lot is shown or described as abutting the same. Such conveyance additionally shall vest in the Neighborhood Association the underlying fee simple title or right of reverser, as the case may be, to any street, utility easement or other area dedicated to public use and situated upon, or abutting, the Neighborhood Common Property, notwithstanding the fact that any Lot also is shown or described as abutting the same.

Section 17. Provisions Inoperative as to the Work. Nothing contained in this Supplemental Declaration shall be interpreted, construed or applied to prevent Declarant, its transferees, or its or their contractors, subcontractors, agents and employees, from doing or performing on all or any part of the Property owned or controlled by the Declarant, or its transferees, whatever they determine to be reasonably necessary or convenient to complete the Work, including:

(a) Erecting, constructing and maintaining such structures as may be reasonably necessary or convenient for the conduct of Declarant's business of completing the Work, establishing the Property as a residential community, and disposing of the same in parcels by sale, lease or otherwise; or

(b) Conducting thereon its or their business of completing the Work, establishing the Property as a residential community, and disposing of the same in parcels by sale, lease or otherwise; or

(c) Maintaining such sign or signs as may be reasonably necessary or convenient in connection with the sale, lease or other transfer of the Property in parcels.

As used in this Section, the term "its transferees" specifically does not include purchasers of Lots improved as completed residences. Declarant hereby reserves temporary easements over, across and through the Neighborhood Common Property for all uses and activities necessary or convenient for completing the Work, such easements to be exercised so as not to cause any material damage to the Neighborhood Common Property, or to interfere unreasonably with any use of the Neighborhood Common Property, from time to time authorized by the Neighborhood Association. Such easements shall continue so long as Declarant prosecutes the Work with due diligence and until Declarant no longer offers any Lot within the Property for sale or lease in the ordinary course of Declarant's business.

Section 18. Access by Certain Parties. The United States Postal Service, the Association and the Tampa Palms Open Space and Transportation District, and their successors, and all other public and quasi-public agencies and utilities furnishing any service to the Neighborhood

Association or to any Lot within the Property, are hereby granted a non-exclusive easement of vehicular and pedestrian ingress and egress for the purpose of providing such service in a reasonable manner over, across and through such portions of the Neighborhood Common Property that from time to time are improved or maintained for such purpose. Every public or private agency furnishing police, security, fire, ambulance and other emergency services and any public or private agency furnishing trash and/or garbage removal services to any Lot within the Property, or to any Person within the Property, is hereby granted a non-exclusive easement for pedestrian and vehicular ingress and egress over, across and through the Neighborhood Common Property to the extent reasonably necessary to provide such service.

Section 19. Access by Neighborhood Association. The Neighborhood Association has a right of entry onto the exterior of each Lot to the extent reasonably necessary to discharge its duties of exterior maintenance, if any, and into the interior of each Lot for the purpose of servicing the utility easements described in Article II, Section 7(b), or for any other purpose reasonably related to the Neighborhood Association's performance of any duty imposed, or exercise of any right granted, by this Supplemental Declaration. Such right of entry shall be exercised in a reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into any improvement upon any Lot shall not be made without the consent of its Owner or occupant for any purpose, except pursuant to Court order or other authority granted by law. No Owner shall withhold consent arbitrarily to entry by the Neighborhood Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Neighborhood Association's right of entry may be exercised by its agents, employees and contractors.

Section 20. Enforcement. All of the restrictions contained herein shall be enforceable by specific performance and injunctive relief. Additionally, any commercial, recreational or other vehicle parked, stored, repaired, serviced, painted, dismantled, rebuilt, constructed or operated in violation of the restrictions provided in this Supplemental Declaration or in violation of any reasonable rules and regulations adopted by the Neighborhood Association from time to time may be towed away or otherwise removed by or at the request of the Neighborhood Association, and the Owner of the Lot to whom such vehicle belongs or to whom the operation of such vehicle is a family member, guest or invitee shall reimburse the Neighborhood Association for any costs incurred by the Neighborhood Association and the Neighborhood Association shall have a lien right against such Lot to enforce collection of such reimbursement. Any cost or expense not incurred by, or the responsibility of, the Neighborhood Association but necessary to recover of the towed or removed vehicle shall be borne sole by the Owner or the operator of the towed or removed vehicle.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot is a member of the Neighborhood Association. If title to a Lot is held by more than one Person, each such Person is a member. An Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by record conveyance of title to that Lot. No Person other than an Owner may be a member of the Neighborhood Association, and a membership in the Neighborhood Association may not be

transferred except by the transfer of title to a Lot; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

Section 2. Voting. The Neighborhood Association has two (2) classes of membership, Class "A" Members and Class "B" Members, as follows:

(a) Class "A." Class A Members shall be all Owners with the exception of the Class "B" Member, if any. Class "A" Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership under Section 1 hereof; provided, however, there shall be only one (1) vote per Lot. In any situation where a Person is entitled personally to exercise the vote for his Lot and more than one (1) Person holds the interest in such Lot required for membership, the vote for such Lot shall be exercised as those Persons determine among themselves and advise the Secretary of the Neighborhood Association in writing prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it.

(b) Class "B." The Class "B" Member shall be the Declarant, its successors or assigns. The Class "B" Member shall have three (3) votes for each Lot which it owns until the end of the Class "B" Control Period, as hereafter defined. Thereafter, the Class "B" Member shall have one (1) vote for each Lot which it owns. Other rights of the Class "B" Member, including the right to approve actions taken under this Supplemental Declaration and the By-Laws, are specified elsewhere herein and the By-Laws. The Class "B" Member shall be entitled to appoint a majority of the members of the Board of Directors during the Class "B" Control Period, as hereafter defined; provided, however, in the event the Class "B" Member fails to exercise this power within thirty (30) days after a vacancy occurs on the Board for which the Class "B" Member would be entitled to appoint a successor, the Class "B" Member shall be deemed to have waived its right to appoint such a successor. In such case, the voting members representing the Class "A" Members may act to call a special meeting of the Neighborhood Association (in accordance with Article III of the By-Laws) for the purpose of electing a successor to serve the remainder of the unexpired term of the vacating director. Thereafter, the voting members representing the Class "A" Members shall be entitled to elect a successor to the director who filled the vacancy in accordance with the By-Laws in addition to those directors the voting members may be entitled to elect under Article IV of the By-Laws.

Section 3. Definition of Class "B" Control Period. The Class "B" Control Period shall commence with the execution of this Supplemental Declaration by Declarant and expire upon the first to occur of the following:

(a) Three (3) months after ninety (90%) percent of the Lots in all phases of The Stone Ridge that will ultimately be operated by the Neighborhood Association (the Declarant having reserved the right to annex additional lands for future phases pursuant to Article VIII) have been conveyed to Owners other than the Declarant, any builders, contractors or other parties who purchased a Lot for the purpose of constructing improvements thereon for resale;

(b) Twenty (20) years after the date this Supplemental Declaration is recorded in the public records of Hillsborough County, Florida; or

(c) When, in its discretion, the Class "B" Member so determines.

Section 4. Amplification. The provisions of this Supplemental Declaration are amplified by the Neighborhood Association's Articles of Incorporation and By-Laws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Supplemental Declaration or any Future Supplemental Declaration. Declarant intends that the provisions of this Supplemental Declaration on the one hand, and the Articles of Incorporation and By-Laws on the other, be interpreted, construed and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Supplemental Declaration or any Future Supplemental Declaration control anything in the Articles of Incorporation or By-Laws to the contrary.

#### ARTICLE IV RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Neighborhood Common Property. Subject to the rights of Owners set forth in this Supplemental Declaration and any Future Supplemental Declaration, the Neighborhood Association has exclusive management and control of the Neighborhood Common Property and all improvements thereon and all furnishings, equipment and other personal property related thereto. The Neighborhood Association shall keep the foregoing in good, clean, substantial, attractive, sanitary and serviceable condition, order and repair. The Neighborhood Association's duties with respect to the Neighborhood Common Property include the management, operation, maintenance, repair, servicing, replacement and renewal of all improvements, equipment and personal property installed thereon by Declarant as part of the Work. The Neighborhood Association's duties also include the duty to repair under the circumstances outlined in Section 2(c) of this Article.

Section 2. Maintenance:

(a) Responsibility of Neighborhood Association. The Neighborhood Association shall provide maintenance upon each Lot and each Lot is subject to assessment for such maintenance, including but not limited to the terms as provided in Article V, Section 2(b), and Section 6 of this Supplemental Declaration, as the case may be, as follows: (i) the exclusive right to conduct exterior maintenance including but not limited to the repair, replacement and maintenance of common area improvements, roofs, gutters, patios, lawns, trees, shrubs, landscaped areas including any partially enclosed front yards of Lots, walks, fences, the community pool, pool furniture and equipment, and other exterior improvements installed by Declarant as part of the Work, and their replacements; (ii) the exclusive right to painting and repair of exterior building surfaces, every ten (10) years, or more often if deemed necessary by the Board of Directors, the initial such time period to commence from the date that the first Lot is sold to a residential Owner; (iii) repair, replacement, and maintenance of the utility easements located under each Lot as described in Article II, Section 7(b), and (iv) the right to maintain irrigation systems within the Neighborhood Common Property. The Neighborhood Association's duty of exterior maintenance does not include: glass surfaces; replacement of exterior doors or

any trees, shrubs, lawns or landscaped areas, except that the Neighborhood Association will maintain and replace any hedge or other landscaping, if any, installed by Declarant as part of the Work along the boundary between any Lot and the Neighborhood Common Property. The Neighborhood Association also is not responsible for any maintenance, repair or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty; and each Owner will promptly correct any and all such casualty damage to such Owner's Lot within a reasonable time as specified below. Where it is stated herein that the Neighborhood Association has "exclusive control", it means the Owners of Lots shall not be required, or entitled, to conduct such activities, it being the intent of the Neighborhood Association to control such activities for purpose of maintaining uniformity within the Property. All maintenance performed by the Neighborhood Association shall be at least up to the maintenance standards established in the Declaration.

(b) Responsibility of Owner. The Owner shall provide exterior maintenance as follows, the cost for which each Owner shall be individually responsible: (i) repair or replacement of all glass surfaces on his/her Lot; (ii) replacement of exterior doors; (iii) replacement of any trees, shrubs, lawns or landscaped areas of an Owner's respective Lot; (iv) maintenance, repair, or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty damage within the Lot of an Owner; (v) repair or replace any property whether upon such Owners Lot or any other Lot, or the Neighborhood Common Property, which repair or replacement is required because of any negligence or the willful act of such Owner or any member of such Owner's family or household, or any invitee of such Owner; (vi) the cost of labor and materials for replacement of roofs on individual Lots in excess of the reserves established for such purpose pursuant to Article V, Section 2 hereof; (vii) washing of lead walks, driveways and exterior building surfaces. All maintenance performed by the Owner shall be at least up to the maintenance standards established in the Declaration.

(c) Failure of Owner to Repair. The Neighborhood Association may perform maintenance or make repairs and assess the costs of any required exterior maintenance or repairs to the Owner of any Lot under the following circumstances: (i) such Owner does not maintain in a reasonable condition any lawn or landscaped area on such Owner's Lot that the Neighborhood Association is not required to maintain; or (ii) such Owner does not when reasonably necessary replace any glass surfaces or exterior doors on such Owner's Lot; or (iii) any maintenance, repair or replacement, whether upon such Owner's Lot, or any other Lot or Neighborhood Common Property, is required because of any negligent or willful act of such Owner or any member of such Owner's family or household or any invitee of such Owner; or (iv) any Owner fails promptly to repair or replace, as the case may be, any casualty damage to such Owner's Lot; and (v) such Owner has failed to undertake the necessary maintenance or replacement within a reasonable period of time following written notice from the Neighborhood Association. Upon the occurrence of the foregoing, and after reasonable prior notice to such Owner, and a reasonable opportunity to be heard, the Neighborhood Association's Board of Directors by a vote of not less than sixty-seven (67%) percent of the full Board may undertake such maintenance, replacement or repairs and may assess by specific assessment the costs of such maintenance, replacement or repairs, as the case may be, against such Owner's Lot in the manner provided by Article V, Section 6, of this



Supplemental Declaration. Should the Neighborhood Association fail or elect to not undertake such maintenance, replacement or repairs on behalf of the Owner, then the Association after reasonable prior notice to such Owner and the Neighborhood Association, and a reasonable opportunity to be heard, the Association's Board of Directors by a vote of not less than sixty-seven (67%) percent of the full Board may undertake such maintenance, replacement or repairs and may assess by specific assessment the costs of such maintenance, replacement or repairs, as the case may be, against such Owners Lot in the manner provided by Article VI, Section D, of the Declaration.

Section 3. Services. The Neighborhood Association may obtain and pay for the services of any person to manage its affairs to the extent it deems advisable, as well as such other personnel as the Neighborhood Association determines are necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Neighborhood Association or by any person with whom it contracts. Without limitation, the Neighborhood Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Supplemental Declaration, any Future Supplemental Declaration, or its Articles, By-Laws, rules and regulations. The Neighborhood Association may contract with others to furnish trash collection, lawn care, Neighborhood Common Property swimming pool maintenance, Neighborhood Common Property parking maintenance, and any other services or materials, or both, to all Lots, or to any group of Lots; provided, however, if such services or materials, or both, are furnished to less than all Lots, then:

- (i) only those Lots enjoying the benefit thereof shall be assessed for the cost thereof, as provided in Article V, Section 6, of this Supplemental Declaration; and
- (ii) provided further, each such Owners consent shall be required.

Section 4. Personal Property. The Neighborhood Association may acquire, hold and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Neighborhood Association's By-Laws.

Section 5. Rules and Regulations. The Neighborhood Association from time to time may adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Lots, the Neighborhood Common Property, or any combination thereof, which rules and regulations shall be consistent with the rights and duties established by this Supplemental Declaration, and any applicable Future Supplemental Declaration. The validity of the Neighborhood Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community. All rules and regulations initially may be promulgated by the Board of Directors, subject to amendment or rescission by a majority of both classes of membership present and voting at any regular or special meeting convened for such purposes. The Neighborhood Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of such Owners choosing.

Section 6. Implied Rights. The Neighborhood Association may exercise any other right, power or privilege given to it expressly by this Supplemental Declaration, any Future Supplemental Declaration, its Articles or By-Laws, and every other right, power or privilege reasonably to be implied from the existence of any right, power or privilege so granted or reasonably necessary to effectuate the exercise of any right, power or privilege so granted.

Section 7. Restriction on Capital Improvements. Except for replacement or repair of items installed by Declarant as part of the Work, and except for personal property related to the Neighborhood Common Property, the Neighborhood Association may not authorize capital improvements to the Neighborhood Common Property without Declarant's consent until termination of the Class "B" Control Period as described in Article III, Section 2. At all times hereafter, all capital improvements to the Neighborhood Common Property, except for replacement or repair of those items installed by Declarant as part of the Work and except for personal property related to the Neighborhood Common Property shall be approved by sixty-seven (67%) percent of each class of members who are present in person or by proxy and voting at a meeting duly convened for such purpose, as provided in Article XI, Section 3, of this Supplemental Declaration.

Section 8. Litigation. The Neighborhood Association shall have the power to initiate or defend litigation on behalf of the Neighborhood Association, subject to the following limitations: no judicial or administrative proceeding shall be commenced or prosecuted by the Neighborhood Association unless approved by a vote of seventy-five (75%) percent of each class of Members. In the case of such a vote, and notwithstanding anything contained in this Supplemental Declaration, the Articles or the By-Laws to the contrary, if any member is a representative of a neighborhood or other sub-association which is subject to this Supplemental Declaration, such representative shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of seventy-five (75%) percent of all members of the neighborhood or subassociation represented by such voting representative. This paragraph shall not apply, however, to (a) actions brought by the Neighborhood Association to enforce the provisions of this Supplemental Declaration (including, without limitation, the foreclosure of liens and enforcement of restrictive covenants against Owners), (b) the imposition and collection of assessments as provided in Article V hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Neighborhood Association in proceedings instituted against it. This Section 8 shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 9. Surface Water/Stormwater Management System.

(a) The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the Southwest Florida Water Management District Permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. Maintenance of the surface water or stormwater management system(s) shall mean exercise of practices which allow the systems to provide drainage, water storage, treatment, conveyance or other surface water or stormwater management capabilities as permitted by the Southwest Florida Water Management

District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved by the Southwest Florida Water Management District.

(b) No structure of any kind shall be constructed or erected within, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas or the surface Water/Stormwater Management System, nor shall any grading, alteration, or other modifications to these areas be made without the prior written permission of the Association, City of Tampa, and the Southwest Florida Water Management District.

(c) No Owner shall in any way deny or prevent ingress and egress by the Declarant, the Association, Hillsborough County, or the Southwest Florida Water Management District to any drainage areas or the Surface Water/Stormwater Management System for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of the Declarant, the Association, the Southwest Florida Water Management District, City of Tampa or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(d) No Lot shall be increased in size by filling in any drainage areas or other portion of the Surface Water/Stormwater Management Systems. No Owner shall fill, dike, rip-rap, block, divert or change the established drainage areas or the Surface Water/Stormwater Management System without the prior written consent of the Association, City of Tampa, and the Southwest Florida Water Management District.

(e) Any wall, fence, paving, planting or other improvement which is placed by an Owner within a drainage area, drainage easement, or the Surface Water/Stormwater Management System including, but not limited to, easements for maintenance or ingress and egress access, shall be removed, if required by the Association or the Southwest Florida Water Management District, the cost of which shall be paid for by such Owner as a Special Assessment.

(f) The Southwest Florida Water Management District and City of Tampa shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Surface Water/Stormwater Management System.

(g) No Owner of property within the Property may construct or maintain any building, dwelling unit, or structure, or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved Permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District and City of Tampa pursuant to Ch. 40, Fla. Adm. Code.

## ARTICLE V COVENANT FOR ASSESSMENTS

Section 1. Assessments Established. For each Lot owned within the Property, Declarant hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay to the Neighborhood

Association: an Annual General Assessment, as defined in Section 2 of this Article; a Special Assessment for Exterior Maintenance as defined in Section 2 of this Article; Special Assessments for Capital Improvements, as defined in Section 5 of this Article; Special Assessments for property taxes levied and assessed against the Neighborhood Common Property as defined in Section 4 of this Article; Specific Assessments against any particular Lot that are established pursuant to any provision of this Supplemental Declaration or applicable Future Supplemental Declaration as provided in Section 6 of this Article; assessments for the cost of maintenance and operation of the Surface Water or Stormwater Management system, as set forth herein, and as specifically provided for in Article IV above, and all excise taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article, and any and all assessments due or payable under any Capital Development District pertaining to the said Property.

All of the foregoing, together with interest at eighteen (18%) percent per annum as computed from the date the delinquency first occurs and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land secured by a continuing lien upon the Lot against which each assessment is made; provided, however, in no event shall this interest rate exceed the maximum allowable by law. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the Person who was the Owner of such Lot when such assessment arose. Such personal obligation for delinquent assessments shall not pass to an Owner's successors in title who are not affiliated with the Owner or related to the Owner by marriage, blood, or adoption, unless assumed expressly in writing; however, the above referred to lien shall continue to be enforceable against the Lot. No First Mortgagee who obtains title to a Lot pursuant to the remedies provided in the First Mortgagee's mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

Section 2. Purpose of Assessments: Annual Budget. The assessments levied by the Neighborhood Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents within the Property and for the operation, management, maintenance, repair, servicing, renewal, replacement and improvement of the Neighborhood Common Property and the exteriors of those Lots within the Property. Each Lot shall be assessed for this purpose by an "Annual Assessment" composed of the Annual General Assessment and Annual Exterior Maintenance Assessment and which shall be based upon the annual costs necessary to provide the service for which the assessment is made.

The Neighborhood Association shall prepare an annual budget, which must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget may contain reserves for capital improvements. Absent a vote of sixty-seven (67%) percent of the Class A and sixty-seven (67%) percent of the Class B membership, roof repairs, repaving and repainting for the dwelling units on each Lot shall be by Special Assessment as and when needed. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Neighborhood Association, the Declarant, or another party. The Neighborhood Association shall provide each Owner and the Association with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Owner. The copy must be provided within ten (10) days after written request.

Assessments shall be in a equal amount for each Lot, with the exception of any Special Assessments described in Section 2 (e) above, which shall be specific to the Lot being assessed. The assessment shall be made on a calendar year basis, collected monthly as provided in Section 3 below.

To effectuate the foregoing, the Neighborhood Association shall levy the Annual Assessment composed of the following:

(a) Annual General Assessment. An Annual General Assessment to provide and be used for the operation, management, maintenance, painting, repair and servicing of the property, services and facilities related to the use and enjoyment of the Neighborhood Common Property, including the payment of taxes and insurance on the Neighborhood Common Property and the cost of labor, equipment, materials, management and supervision thereof, and all other general activities and expenses of the Neighborhood Association (including reserves for any and all of the foregoing) except exterior maintenance upon any Lot.

Section 3. Maximum Annual Assessment. The amount of the Annual Assessment, as determined in accordance with the foregoing Section 2, shall be fixed by the Board of Directors at least thirty (30) days in advance of each annual assessment period, which period shall be the calendar year. Written notice of the assessment shall be given to every Owner. The Annual Assessment shall be payable annually in advance on the 1st business day of each January, unless the date is otherwise established by the Board of Directors from time to time. The Board of Directors of the Neighborhood Association may in its own discretion amend the manner in which assessments are collected to quarterly, semi-annually, annually, or any other manner as may be required to fit the needs of the Neighborhood Association. If any Owner defaults in payment of any installment for a period of thirty (30) days, the Neighborhood Association, at the option of it Board of Directors, may declare the unpaid balance immediately due and payable.

Until January 1 of the year immediately following the recording of this Supplemental Declaration, the Annual Assessment will not exceed \$250.00/per Lot.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year without a vote of the membership.

The Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased above ten (10%) percent by a vote of sixty-seven (67%) percent of each class of members who are voting in person or by proxy, at a meeting duly convened for this purpose as provided in Article XI, Section 3, of this Supplemental Declaration.

Section 4. Property Taxes. Because the interest of each Owner in the Neighborhood Common Property is an interest in real property appurtenant to each Lot, and because no person

other than an Owner has the right to the beneficial use and enjoyment of the Neighborhood Common Property, Declarant intends that the value of the interest of each Owner in the Neighborhood Common Property entitled to its use be included in the assessment of each such Lot for local property tax purposes. Declarant further intends that any assessment for such purposes against the Neighborhood Common Property shall be for a nominal amount only, reflecting that the full value thereof is included in the several assessments of the various Lots. If the local taxing authorities refuse to so assess the Neighborhood Common Property with the result that local real property taxes in any given year are assessed to the Neighborhood Association with respect to the Neighborhood Common Property in excess of Five Hundred Dollars (\$500.00), then the amount of such excess may be specially assessed by the Board of Directors, in its discretion, in the following manner: the amount of such excess with respect to the Neighborhood Common Property shall be divided by the number of Lots within the Property, and the quotient shall be the amount of such special assessment against each Lot. In the Board's discretion, such special assessment may be payable in a lump sum within thirty (30) days after notice or may be amortized without interest over such number of months as the Board deems advisable. Each year the Board shall determine whether such assessment shall be levied, and its amount, within forty-five (45) days after receiving notice of the amount of taxes due. Such special assessment is not an increase in the Annual Assessment subject to the limitations of the preceding section of this Article.

Section 5. Special Assessments for Capital Improvements. In addition to the Annual Assessment, the Neighborhood 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, renewal, repair, or replacement of a capital improvement upon the Neighborhood Common Property undertaken in accordance with Article IV, Section 7 hereof, including related fixtures and personal property, provided that any such assessment with respect to the Neighborhood Common Property is approved by sixty-seven (67%) percent of each class of members who are present in person or by proxy and voting at a meeting duly convened for such purpose, as provided in Article XI, Section 3, of this Supplemental Declaration.

Section 6. Specific Assessments. Any cost or expense required to be paid by an Owner related solely to such Owner or its Lot, the shortfall in the cost of roof replacement on any Lot, and any and all other accrued, liquidated indebtedness of any Owner to the Neighborhood Association arising under any provision of this Supplemental Declaration or any applicable Future Supplemental Declaration, including any indemnity contained herein, or by contract express or implied, or because of any act or omission of any Owner or of any Owner's family, household members or invitees, also shall be assessed by the Neighborhood Association against such Owner's Lot after such Owner fails to pay the same when due and such default continues for thirty (30) days after written notice.

Section 7. Uniformity of Assessments. The Annual Assessment and any Special Assessment for Capital Improvements shall be uniform throughout the Property. All monies received from any Annual Exterior Maintenance Assessment shall be allocated by the Board of Directors to separate budgetary accounts and may not be used for any other purposes without the approval of sixty-seven (67%) percent of the Owners who are present in person or by proxy and voting at a meeting duly convened for such purpose, as provided in Article XI, Section 3, of this Supplemental Declaration.

Section 8. Declarant's Assessment. Notwithstanding the foregoing requirement of uniformity, or any other provision of this Supplemental Declaration, or of the Neighborhood Association's Articles of Incorporation or By-Laws, to the contrary, the Declarant shall be excused from the payment of its share of operating expenses and assessments (including, without limitation, the assessments described in Article V, Section 1 hereof) during the Class "B" Control Period, provided that Declarant shall pay any operating expenses incurred by the Neighborhood Association that exceed the assessments receivable from other Owners and other income of the Neighborhood Association. Upon transfer of title of a Declarant-owned Lot, such Lot shall be assessed in the applicable amount established against Lots owned by the Class "A" members of the Neighborhood Association, prorated as of, and commencing with, the date of transfer of title. Notwithstanding the foregoing, those Lots from which Declarant derives any rental income, or holds an interest as Mortgagee or contract seller, shall be assessed at the same amount from time to time established for similar Lots owned by Class "A" members of the Neighborhood Association, prorated as of, and commencing with, the date of execution of the rental agreement or Mortgage, or the contract purchaser's entry into possession, as the case may be.

Section 9. Commencement of Annual Assessment. The Annual Assessment commences as to all Lots on day of closing of the transfer of title by Declarant of a Lot to an Owner other than Declarant. The first Annual Assessment against any Lot shall be due and payable and prorated as of the closing date. Regardless of when the Annual Assessment commences as to any Lot, such Lot shall be deemed "subject to assessment" within the provisions of this Supplemental Declaration, the Neighborhood Association's Articles of Incorporation and By-Laws, from and after the date this Supplemental Declaration has been Recorded. Upon demand, and for a reasonable charge, the Neighborhood Association shall furnish to any interested Person a certificate signed by an officer of the Neighborhood Association setting forth whether the Annual Assessment against a specific Lot has been paid and, if not, its unpaid balance. A properly executed certificate of the Neighborhood Association as to the status of assessments on a Lot is binding upon the Neighborhood Association as of the date of its issuance.

In addition to prorating annual assessments, upon the date of closing as hereinabove provided, there shall be due and payable at closing, in addition to prorations of the Annual Assessment, an initial, one (1) time assessment (the "Initial Assessment") in the amount of \$100.00/per Lot, which shall be paid to the Neighborhood Association and may be used for normal operation purposes or as the Neighborhood Association may from time to time determine.

Section 10. Lien for Assessment. Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments, together with interest and all costs and expenses of collection, including reasonable attorneys' fees for negotiation, trial and appellate representation, which lien shall be prior and superior to all other liens, except (i) all taxes, bonds, assessments, and other levies which by law would be superior thereto, (ii) the lien or charge of any First Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value and (iii) any lien permitted pursuant to the Declaration.

Section 11. Remedies of the Neighborhood Association. Any assessment not paid within thirty (30) days after its due date bears interest at the rate of eighteen (18%) percent per annum from the due date; provided, however, in no event shall this interest rate exceed the maximum allowable by law. The Neighborhood Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose its lien against such Owner's Lot. No Owner may waive or otherwise escape liability for the Neighborhood Association's assessments by nonuse of the Neighborhood Common Property or by abandonment of such Owner's Lot. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving or otherwise impairing the security of the Neighborhood Association's lien, or its priority.

Section 12. Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by judicial foreclosure by the Neighborhood Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees for negotiation, trial and appellate representation. All such costs and expenses are secured by the lien foreclosed. The Owner also is required to pay to the Neighborhood Association any assessments against the Lot that become due during the period of foreclosure, which also are secured by the lien foreclosed and shall be accounted and paid as of the date the Owner's title is divested by foreclosure. The Neighborhood Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with such Lot as its owner for purposes of resale only. During the period in which a Lot is owned by the Neighborhood Association following foreclosure:

(a) no right to vote shall be exercised on its behalf;

(b) no assessment shall be levied on it; and

(c) each other Lot shall be charged, in addition to its usual assessment, its pro-rata share of the assessment that would have been charged to such Lot had it not been acquired by the Neighborhood Association as a result of foreclosure. If any foreclosure sale results in a deficiency, the Court having jurisdiction of the foreclosure may enter a personal judgment against the Owner for such deficiency.

Section 13. Homesteads. By acceptance of a deed thereto, the Owner of each Lot is deemed to acknowledge conclusively that the Annual Assessment established by this Article is for the improving and maintenance of any homestead thereon and that the Neighborhood Association's lien has priority over any such homestead as provided in Article X, Section 4, of the Constitution of the State of Florida or any successor provision.

Section 14. Subordination of Lien. The lien for the assessments provided in this Article is subordinate to the lien of any First Mortgage and any assessment lien arising pursuant to the Declaration. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer of any Lot pursuant to foreclosure of any First Mortgage, or any proceeding in lieu thereof, extinguishes the assessment lien as to payments that became due prior to such sale or transfer. No such sale or transfer relieves such Lot from liability for assessments thereafter



becoming due, or from the lien thereof, nor does it relieve the Owner who incurred the liability of any personal liability therefrom. The Neighborhood Association shall report to any holder of an encumbrance on a Lot any assessments remaining unpaid for more than thirty (30) days and shall give such party thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided such encumbrancer first shall furnish the Neighborhood Association with written notice of the encumbrance, designating the Lot encumbered by a proper legal description and stating the address to which notices shall be given. Any encumbrances holding a lien on a Lot may pay, but is not required to pay, any amounts secured by the lien created by this Article; and, upon such payment, such encumbrancer shall be subrogated to all rights of the Neighborhood Association with respect to such lien, including priority.

Section 15. Collection and Remittance of Association Assessments. Purely as an accommodation to the Owners, the Neighborhood Association may, at its discretion, direct the Owners to pay to the Neighborhood Association the assessments assessed against the Owners by the Association pursuant to the Declaration, and the Neighborhood Association shall remit such payments to the Association. The Neighborhood Association's performance of this function shall not, however, impose any obligation or duty upon the Neighborhood Association to collect such assessments or to pay such assessments on behalf of any Owner in the event an Owner fails to pay the assessments.

## ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. The Board of Directors shall appoint as a standing committee an Architectural Control Committee (sometimes referred to herein as the "Committee"), composed of three (3) or more persons appointed by the Board, or, in the Board's discretion, the Board from time to time may constitute itself the Architectural Control Committee. No member of the Committee shall be entitled to compensation for services performed; but the Board may employ independent professional advisors to the Committee and allow reasonable compensation to such advisors from Neighborhood Association funds. Committee members need not be Owners.

Section 2. Committee Authority. The Committee has full authority to regulate the use and appearance of the exterior of the Property to: (i) assure harmony of external design and location in relation to surrounding buildings and topography; and (ii) to protect and conserve the value and desirability of the Property as a residential community. The power to regulate includes the power to prohibit those exterior uses or activities inconsistent with the provisions of this Supplemental Declaration or any Future Supplemental Declaration or contrary to the best interests of other Owners in maintaining the value and desirability of the Property as a residential community. The Committee may adopt, promulgate, rescind, amend and revise reasonable rules and regulations in connection with the foregoing; provided, however, such rules and regulations are: (i) consistent with the provisions of this Supplemental Declaration and any applicable Future Supplemental Declaration; and, (ii) if the Board has not constituted itself as the Committee, approved by the Board prior to taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board in the name of the Neighborhood Association. Notwithstanding

the foregoing, any architectural control review required by the Declaration shall be undertaken by the Owner in connection with any improvements and approval of any action by the Committee hereunder shall not be deemed approval under the Declaration.

Section 3. Committee Approval. No changes, alterations, additions, reconstruction, attachments or color change of any nature may be made to the exterior of any Lot, including that portion of any Lot not actually occupied by its improvements, except for replacement of items installed by Declarant as part of the Work; unless approved by the Architectural Control Committee. The Committee's approval is not required for any changes, alterations or additions within an enclosed rear entry patio, or entry area and screened from view; provided, however, any trees or shrubs capable of attaining a height in excess of the walls, fencing or shrubbery as the case may be, not installed by Declarant as part of the Work are subject to Committee approval. No Owner may undertake any exterior maintenance of his Lot that is the duty of the Neighborhood Association, as provided by this Supplemental Declaration, without the Committee's prior approval. No exterior door or glass surface may be replaced by any Owner without the Committee's prior approval unless the replacement is identical to that utilized by Declarant as part of the Work. Nothing may be kept, placed, stored or maintained upon the exterior of any Lot, including any portion of any Lot not enclosed by its improvements thereon without the Committee's prior approval unless it is within an enclosed yard, fully enclosed rear entry patio, or entry area and screened from view. Notwithstanding any provision of this Supplemental Declaration to the contrary, the Committee's approval is not required for any structure, use or activity expressly permitted by the Committee's promulgated rules and regulations.

Section 4. Procedure. All applications to the Committee for approval of any structure, use, activity, alteration, addition or color change required by the preceding section must be accompanied by detailed plans and specifications showing its nature, kind, shape, height, materials, location, color, approximate cost and estimated maintenance cost, together with such other drawings, documentation, models and information as the Committee reasonably may require. If the Committee does not approve or disapprove any application within the thirty (30) days after receipt, the Committee's approval will be deemed not given. In all other events, the Committee's approval must be in writing. If no application has been made to the Committee, an appropriate proceeding may be instituted at any time to enjoin or remove any structure, use, activity, alteration, addition or color change in violation of the prohibitions contained in the preceding section of this Article. The Neighborhood Association or any Owner additionally may resort immediately to any other lawful remedy for such violation. The Committee may deny any application upon the ground that the proposed structure, use, activity, alteration, addition, or attachment will create an unreasonable maintenance burden upon the Neighborhood Association or, such being the case, may condition its approval upon the Owner's assuming responsibility for its repair, maintenance and replacement. The Committee additionally may condition the approval of any application upon the Owner's providing reasonable security that the contemplated work will be completed substantially in accordance with the plans and specifications submitted to the Committee. At the request of any Owner, the Neighborhood Association from time to time will issue without charge a written certification that the improvement and other exterior items situated upon such Owner's Lot have been approved by the Committee, if such is the case. The Committee from time to time may adopt, promulgate, rescind, amend and review rules and regulations governing procedure in all matters within its jurisdiction. If the Board of Directors does not constitute itself the Architectural Control Committee, then provision must be made for

review by the Board of decisions of the Architectural Control Committee, or any subcommittee, at the request of the affected Owner, subject to such reasonable limitations and procedures as the Board deems advisable. The Board of Directors, or Architectural Control Committee, may appoint one or more persons to make preliminary review of all applications to the Committee and report such applications to the Committee with such person's recommendation for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board of Directors or the Architectural Control Committee deems advisable. In all events, the Neighborhood Association's procedures for review and enforcement of the architectural control provisions of this Supplemental Declaration at all times shall provide any affected Owner with reasonable prior notice and a reasonable opportunity to be heard in Person and by a representative of such Owner's choosing.

Section 5. Standards. All actions by the Board of Directors or Architectural Control Committee with respect to architectural control shall: (i) assure harmony of external design, materials, and location in relation to surrounding buildings and topography within the Property; and (ii) protect and conserve the value and desirability of the Property as a residential community; and (iii) be consistent with the provisions of this Supplemental Declaration; and (iv) be in the best interests of all Owners in maintaining the value and desirability of the Property as a residential community.

Section 6. Declarant Consent. So long as Declarant is a Class "B" Member of the Neighborhood Association, all actions of the Architectural Control Committee require Declarant's written approval.

Section 7. Association Architectural Control Committee. The provisions of this Article VI shall be in addition to, not in lieu of, the provisions of Article VII of the Declaration. When the approval of the Neighborhood Association's Architectural Control Committee is required pursuant to this Article VI, the affected Owner shall apply for such approval using the procedures established herein. Additionally, if the Owner's proposed activities also require the approval of the Association's Architectural Control Committee pursuant to Article VII of the Declaration, then such Owner shall also comply with the requirements of Section VII of the Declaration. If the Owner provides to the Neighborhood Association the application and other materials the Owner is required to submit to the Associations' Architectural Control Committee pursuant to the Declaration, the Neighborhood Association's Architectural Control Committee shall, as an accommodation to such Owner, forward the Owner's application to the Association's Architectural Control Committee for its consideration. Nothing in this Section 7 shall be construed, however, to obligate the Neighborhood Association or its Architectural Control Committee to seek or obtain the Association's Architectural Control Committee's approval of the Owner's application. The approval of either the Neighborhood Association's Architectural Control Committee or the Association's Architectural Control Committee does not constitute the approval of the other if such approval is required by the Supplemental Declaration or the Declaration, as applicable.

## ARTICLE VII

### PARTY WALLS, ROOFS, AND UTILITY CONNECTIONS

Section 1. General Rules of Law to Apply. Each wall built as a part of the Work upon the Property and placed on the dividing line between Lots is considered to be a party wall; and, to

the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage caused by negligence or willful acts or commissions apply to the ownership, maintenance and use of such walls.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair, maintenance and replacement of a party wall or roof, shall be shared by the Owners who make use of the wall and roof in proportion to such use. The Neighborhood Association may include a reserve for roof replacement in the Annual Maintenance Assessment. In the event this reserve is insufficient to replace a roof on a unit, the Owner of the unit will be assessed for the shortfall, subject to any applicable prorations as provided in the preceding sentence.

Section 3. Destruction by Fire or Other Casualty. If a party wall or roof is destroyed or damaged by fire or other casualty and is not covered by insurance, any Owner who has used the wall or roof may restore it or have it restored, but in either event, only in conformity with all applicable codes and subject to approvals by the Architectural Review Board; and, if other Owners thereafter make use of the wall or roof, they shall contribute to the cost of restoration in proportion to their use, all without prejudice to the right of any such Owner to call for larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligence or willful act causes any party wall or roof to be exposed to the elements, or to infestation by termites or other injurious agencies, shall bear the whole cost of furnishing the necessary protection against such elements or agencies and of repairing all resulting damage.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article is appurtenant to the Lot affected and shall pass to and bind each such Owner's successors in title.

Section 6. Number of Dwellings. No portion of the Property may be combined or resubdivided in any manner so as to increase the number of dwellings on the Property from those established by the Plat of the Property.

Section 7. Utility Connections. All Lots are served by a sanitary sewer and water system; and no septic tank or well may be installed on any Lot. The original Developer, or the Association, shall have the right to enter into such agreements, if and when available, on behalf of the Association, and/or Members, on a bulk basis, for such utilities or other services, including but not limited to water facilities where required by the utility or governmental entity providing such services, or when in the reasonable opinion of the Developer or the Association, it would be cost effective to do so. The cost of such services obtained shall be apportioned equally, or where possible, as a metered expense attributable to individual property owners where such consumption of such service is capable of separate metering or use. Specifically, it is envisioned that incident to development, the City of Tampa has required a master water meter or single meter for all of the Lots being developed hereunder. The Developer will install separate meters as to each individual Lot, and the charges therefore shall be due and payable monthly to the Association, who in turn will pay the master water meter bill to the appropriate governmental entity, or utility company. Because all Lots and water service to all Lots, are dependent upon

each and every unit Owner paying its water bill on a timely basis, it is specifically provided that the Association shall have the right, from time to time, following notice and hearing as required by law, to cut off water service to any individual Lot if the Owners have failed or refused to pay water charges or bills for water services to that Lot on a timely basis, said rights being in addition to all other rights and remedies set forth in this Declaration as it pertains to the rights and remedies of the Association. All parties by acquiring title agree to this remedy in the Association, which it is acknowledged is based upon the fact that if any one or more Owner fails or refuses to pay, then water services to all Lots could be terminated.

To ensure that there are adequate funds on hand, at all times, to timely pay all charges for water serving the community, which, as noted above, are through a single meter, each and every Owner at the time of acquisition of his Lot from the Declarant shall deposit the sum of \$100, or such other amounts as the Board of Directors for the Association might reasonably determine from time to time, which sum shall be held by the Neighborhood Association as a cost deposit against future water charges allocated to that said Lot Owner. The Neighborhood Association is specifically authorized, at any time and from time to time, to withdraw funds from said cost deposit, to pay that said Lot Owner's unpaid water charges arising at any time, and from time to time. To the extent the Neighborhood Association utilizes said cost deposits to pay water charges, immediate notice shall be given to the Lot Owner and if the cost deposit is not reimbursed within fourteen (14) days of written notice to the said Lot Owner to reimburse the cost deposit, in full, then the Neighborhood Association shall be, and the same hereby is, authorized to proceed to suspend further water services to that said Lot Owner, and to otherwise proceed as may be authorized under §617.305, Fla. Stat.

## ARTICLE VIII OPERATION AND EXTENSION

Section 1. Effect Upon Platted Property. From and after the date this Supplemental Declaration is Recorded, all of the Property shall be held, sold and conveyed subject to the provisions of this Supplemental Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding upon all parties having any right, title or interest therein, or any part thereof, their respective heirs, successors, and assigns, and shall inure to the benefit of the Neighborhood Association and each Owner.

Section 2. Annexation Without Approval of Class "A" Members. So long as Declarant owns any of the Property, Declarant shall have the unilateral right, privilege and option, but not the obligation, from time to time, to subject to the provisions of this Supplemental Declaration and the jurisdiction of the Neighborhood Association any lands other than the Property. Such annexation shall be accomplished by filing a Future Supplemental Declaration in the public records of Hillsborough County, Florida, annexing such lands. Such Future Supplemental Declaration shall not require the consent of the Owners but shall require the consent of the owner of such lands, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Future Supplemental Declaration unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other Person the right, privilege and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the Property or the lands to be annexed and that such transfer is memorialized in a written, recorded instrument executed by the Declarant.

Section 3. Other Extensions. Except for the annexation of lands initiated by the Declarant as provided in Section 2 hereof, the extension of the provisions of this Supplemental Declaration to any lands other than the Property requires the approval of the Neighborhood Association and the Declarant, so long as the Declarant owns any of the Property. Any such extension shall first be approved by sixty-seven (67%) percent of the Class "A" Members of the Neighborhood Association present in person or by proxy voting at a meeting duly convened for such purpose as provided in Article XI, Section 3, of this Supplemental Declaration. Such extension shall become effective upon recording an amendment to this Supplemental Declaration, executed by the Neighborhood Association, the Declarant (if the Declarant's approval is required by this Section 3) and the owners of all interests in the lands to which the provisions of this Supplemental Declaration are extended.

Section 4. Acquisition of Additional Neighborhood Common Property. Declarant may convey to the Neighborhood Association additional real property, improved or unimproved, located within the Property which, upon conveyance or dedication to the Neighborhood Association, shall be accepted by the Neighborhood Association and thereafter shall be maintained by the Neighborhood Association at its expense for the benefit of all of the Owners.

Section 5. Withdrawal of Property. Declarant reserves the right to amend this Supplemental Declaration unilaterally at any time so long as it holds an unexpired right to unilaterally annex additional lands as provided in this Article, without prior notice and without the consent of any Person, for the purpose of removing certain portions of the Property then owned by Declarant or its affiliates or the Neighborhood Association from the provisions of this Supplemental Declaration to the extent originally included in error or to remove certain portions of the Property then owned by the Declarant or its affiliates, but not property owned by the Neighborhood Association, as a result of any changes whatsoever in the plans for the Property desired to be effected by the Declarant, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Property.

Section 5. Amendment. This Article shall not be amended without the prior written consent of Declarant, so long as the Declarant owns any of the Property.

## ARTICLE IX

### INSURANCE AND CASUALTY LOSSES: CONDEMNATION

Section 1. Insurance Company and Policy. All insurance shall be issued by a company authorized to do business in the State of Florida. The named insured shall be the Association individually and as trustee for Owners covered by the policy. The Association is irrevocably appointed agent for each Owner to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners, and shall provide that all proceeds covering property losses shall be paid to the Association as trustee or to such institution in Florida with trust powers as may be designated as insurance trustee by the Board. ~~The trustee shall hold the proceeds for the benefit~~ of the Owners.

Each Owner's portion of the proceeds shall equal such Owner's undivided share in the Association's expenses.

Section 2. Types of Insurance. The Association shall maintain the following types of insurance coverage:

1. Casualty. The Association shall maintain a master policy or policies to insure all buildings and improvements on the Common Area and the Common Facilities. This coverage shall be in such amounts so that the insured will not be co-insured except under the deductible clauses required to obtain coverages at a reasonable cost.

The coverage will include the following: (i) loss or damage by fire or other hazards covered by a standard coverage endorsement; and (ii) such other risks as from time to time shall be customarily covered and buildings similarly built, located and used such as insurance covering windstorm damage, vandalism and malicious mischief; and, when appropriate and possible the policy shall waive the insurer's right to: (i) segregation against the Association and against the Owner, individually and as a group; (ii) the pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and (iii) avoid liability for loss that is caused by an act of the Board or a member of the Board on by one or more Owner.

2. Reconstruction and Repair After Casualty. Although it is impossible to anticipate all problems which may arise from casualty, the intent is to try to assure that the overall plan of quality development of STONE RIDGE TOWNHOMES AT HIGHWOODS PRESERVE is maintained by requiring damage improvements to be rebuilt and repaired and that unsightly dangerous conditions are remedied as soon as possible. Any reconstruction and repair will be substantially in accordance with the plans and specifications of such property as originally constructed or if none, then according to the plan specifications approved by the Board. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during that work, or upon completion of work, the funds available for payment of the costs are insufficient, Assessments shall be made against the Association by all Owners in sufficient amounts to provide funds for the payment of those costs.

3. Public Liability Coverage. The Association shall obtain public liability coverage insuring the Association against any and all claims and demands made by any person or persons for injury received in connection with the operation and maintenance of the Common Area and Common Facilities, or for any other risk insured by such policies which the Association, in its sole discretion, determines to insure against. Each policy purchased by the Association shall have limits of not less than one million dollars covering all claims for personal injury and property damage arising out of the single occurrence provided, however, that the Board may in its sole discretion determine to set higher or lower limits for such coverage upon determining that it is in the best interest of the community to do so. The liability coverage shall include protection against liability for non-owned and hired automobiles and liability hazards related to usage. All such policies shall name the Association (and Developer until the transfer date), as their respective interest may appear, as insured parties under such policy or policies. The original of each policy shall be held by the Board.

4. Fidelity Bond Coverage. The Association shall obtain fidelity bonds covering officers, directors, employees and other persons who handle or are responsible for handling Association funds. Such funds shall be in an amount equal to one hundred percent (100%) of three months operating expenses of the Association and shall contain waivers of any defense based upon the exclusion of persons serving without compensation.

Section 3. Condemnation. In the event that any portion of the Neighborhood Common Property shall be made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the taking of any portion of the Neighborhood Common Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Neighborhood Association and shall be distributed to the Neighborhood Association and to any Owner who is directly, adversely affected by the condemnation, as their respective interests may appear.

## ARTICLE X LEASES

In order to insure a community of congenial residents and occupants of the Lots and to protect the value of the Lots and further continuous harmonious development of the Property, the leasing of a Lot by any Owner other than the Declarant shall be subject to the following provisions:

Section 1. Leases. A Lot shall not be rented for a period of time of less than one year, nor to more than one family pursuant to any single lease. Leases shall not be assignable except at the end of any one year term. A Lot shall not be rented without prior written approval by the Neighborhood Association, which approval shall not be unreasonably withheld. The Neighborhood Association shall have the right to require that a uniform form of lease be used by all Owners. The approval of any lease shall not release the Owner from any obligations under this Supplemental Declaration. All lessees shall be fully bound by all of the terms and conditions of this Supplemental Declaration.

Section 2. Transfer or Lease to Corporate Entity. If the purchaser, transferee or lessee of a Lot is a corporation, partnership, or other legal entity, approval of the sale, transfer or lease may be conditioned upon the approval by the Neighborhood Association of the proposed occupants of the Lot.

Section 3. Unauthorized Lease Void. Any lease not authorized pursuant to this Article shall be void, unless subsequently approved by the Neighborhood Association.

Section 4. Neighborhood Association Held Harmless. The Neighborhood Association and its agents or employees, shall not be liable to any person whomsoever for the approving or disapproving of any person pursuant to this Article, or for the method or manner of conducting the investigation. The Neighborhood Association and its agents or employees shall not be required to specify any reason for disapproval.



Section 5. Application Fee. The Neighborhood Association may charge a reasonable fee for the review of any application for a lease, in an amount which may be established from time to time by the Neighborhood Association and which shall be related solely to the cost of reviewing such application. No charge shall be made in connection with the extension or renewal of an existing lease to the same lessee.

Section 6. Conveyance By Declarant, Mortgagee or Developer. The provisions of this Article shall not apply to any sale, transfer, or lease of a Lot by:

(a) the Declarant;

(b) a transfer to or purchase by a Mortgagee, and/or its assignee or nominee, that acquires its title as a result of owning a mortgage upon the Lot concerned, whether the title is acquired by deed from the mortgagor, mortgagor's successor or assigns, or through foreclosure proceedings;

(c) to a transfer, sale or lease by a Mortgagee, and/or its assignee or nominee; or

(d) by Developer.

In all such events, the Declarant, Mortgagee, Developer and/or its assignee or nominee shall be allowed to freely sell or lease its Lot without the necessity of approval by the Neighborhood Association or the payment of any application fees.

## ARTICLE XI GENERAL PROVISIONS

Section 1. Enforcement. The Neighborhood Association, or any Owner, has the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Supplemental Declaration or any Future Supplemental Declaration or both. The party enforcing the same additionally has the right to recover all costs and expenses incurred, including reasonable attorneys' fees for all negotiations and trial and appellate proceedings, if any. If the Neighborhood Association enforces the provisions of this Supplemental Declaration against any Owner, the costs and expenses of such enforcement, including such reasonable attorneys' fees, may be assessed against such Owner's Lot, as provided in Article V, Section 6, of this Supplemental Declaration. Failure by the Neighborhood Association or by any Owner to enforce any covenant or restriction contained herein shall not be deemed a waiver of the right to do so at any time. If these restrictions are enforced by any Owner or class of Owners, such Owner or Owners may be reimbursed by the Neighborhood Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board of Directors.

Section 2. Provisions Run with the Land. The provisions of this Supplemental Declaration shall run with and bind the Property and all other lands to which it is extended as provided in Article VIII, and shall inure to the benefit of and be enforceable by the Neighborhood Association or any Owner, their respective heirs, successors and assigns, until the fiftieth (50th) anniversary of the date hereof, whereupon they automatically shall be extended for

successive periods of ten (10) years each; provided, however, if in the sole event the foregoing is construed by a Court of competent jurisdiction to render the provisions of this Supplemental Declaration unenforceable after such fiftieth (50th) anniversary date, then, in such event only, the provisions of this Supplemental Declaration shall run with and bind all lands now or hereafter subject to its provisions for a period of ninety-nine (99) years from the date this Supplemental Declaration is recorded, whereupon it shall cease and expire and be without further legal force and effect unless prior thereto a majority of the members present in person or by proxy and voting at a meeting duly convened for such purpose elect to reimpose its provisions.

Section 3. Meeting Requirement. Wherever any provision of this Supplemental Declaration requires any action to be approved by the membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all members not less than fifteen (15) days, nor more than thirty (30) days, in advance of such meeting, setting forth its purpose. Notice of such meeting shall also be posted in a conspicuous place at least 48 hours in advance of the meeting. At such meeting, the presence of members or proxies entitled to cast at least thirty (30%) percent of the votes of each class of membership constitutes a quorum, if the action must be approved by both classes of membership, or of the Class "A" Members, if it must be approved by the Class "A" Members only, or of the affected Owners, if it must be approved by the affected Owners only. If the required quorum is not forthcoming, another meeting may be called subject to the same notice requirement; and the required quorum at any such subsequent meeting will be reduced to one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Severability. Invalidation of any particular provision of this Supplemental Declaration, or any Future Supplemental Declaration, by judgment or court order shall not affect any other provision, all of which shall remain in full force and effect.

Section 6. Joinder. Bank of America, as mortgagee, joins in this Supplemental Declaration for the purpose of subordinating whatever right, title and interest it may have in the Property to its provisions.

## ARTICLE XII AMENDMENTS

Section 1. Prior to the conveyance of the first Lot to an Owner other than Declarant, Declarant may unilaterally amend this Supplemental Declaration. After such conveyance, Declarant may unilaterally amend this Supplemental Declaration at any time and from time to time if such amendment is:

(a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulation, variances or special exceptions granted by any government or agency as to the development or judicial determination;

(b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lot;

(c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the Veterans Administration, or the Department of Housing and Urban Development, to enable such lender or purchaser to make, guaranty or purchase mortgage loans on the Lot; or

(d) necessary to enable any governmental agency or reputable title insurance company to insure mortgage loans on the Lot; provided, however, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing. Until the expiration of the Class "B" Control Period, Declarant may unilaterally amend this Supplemental Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner, in which event the joinder of the affected Owner(s) is required.

Section 2. Thereafter and otherwise, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of voting members representing seventy-five (75%) percent of the total Class "A" Members in the Neighborhood Association, including seventy-five (75%) percent of the Class "A" Members other than Declarant, and the consent of the Class "B" Member, so long as such membership exists. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be Recorded in the public records of Hillsborough County, Florida and shall contain a certificate of the Neighborhood Association that the requisite approval has been obtained.

Section 3. If an Owner consents to any amendment to this Supplemental Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Section 4. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

### ARTICLE XIII DECLARANT'S RIGHTS

Section 1. Any or all of the special rights and obligations of Declarant set forth in this Supplemental Declaration or the By-Laws may be transferred to other persons or entities, provided that the transfer shall not reduce an obligation or enlarge a right beyond that contained herein or in the By-Laws, as applicable, and provided further no such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the public records of Hillsborough County, Florida.

Section 2. Notwithstanding any provisions contained in this Supplemental Declaration to the contrary, so long as construction of improvements to and sale of Lots by Declarant (or its assignee) shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Neighborhood Common Property such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Lots, including, but not limited to, business offices, signs, model units, and sales

offices, and Declarant shall have an easement for access to and use of such facilities. The right to maintain and carry on such facilities and activities shall include specifically, without limitation, the right to use Lots owned by Declarant and any clubhouse or community center which may be owned by the Neighborhood Association, as models and sales offices, respectively.

Section 3. So long as Declarant continues to have rights under this Article, no person shall record any declaration of covenants, conditions, and restrictions or declaration of condominium or similar instrument affecting any portion of the Property without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions, and restrictions or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant.

Section 4. This Article may not be amended without the express written consent of Declarant; provided, however, the rights contained in this Article shall terminate upon the end of the Class "B" Control Period.

ARTICLE XIV  
SPECIAL RIGHTS OF HOLDERS, INSURERS OR  
GUARANTORS OF FIRST MORTGAGES

Section 1. Notice. Any holder, insurer or guarantor of a First Mortgage has the following rights in connection with the Property as said entity's interest may appear:

(a) Notice of Action. Upon written request to the Neighborhood Association identifying the name and address of the holder, insurer or guarantor and the Lot number and address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of: (i) any condemnation loss or any casualty loss which affects a material portion of the Property or any lot upon which a First Mortgage is held, insured or guaranteed by such mortgage holder, insurer or guarantor as applicable; (ii) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to First Mortgage held, insured or guaranteed by such holder, insurer or guarantor which remains uncured for a period of sixty (60) days; (iii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Neighborhood Association; (iv) any proposed action which would require the consent of a specified percentage of eligible mortgage holders as may be specified in this Supplemental Declaration.

(b) Books and Records. During normal business hours and upon reasonable notice and in a reasonable manner, such eligible mortgage holder, insurers or guarantors shall be afforded the right to inspect the books, records and papers of the Neighborhood Association including this Supplemental Declaration, Articles and By-Laws, and upon written request to the secretary of the Neighborhood Association to receive copies of the annual financial statements of the Neighborhood Association. The Neighborhood Association may make a reasonable charge to defray its costs incurred in complying with this section.

Section 2. Eligible Holder, Insurer or Guarantor Defined. For purposes of this Supplemental Declaration an eligible holder, insurer or guarantor means a holder, insurer or guarantor of a First Mortgage on a Lot who has requested notice in writing to the Neighborhood Association of any matter, which notice shall state the name and address of such holder, insurer or guarantor and the Lot number involved. Included hereunder are the Federal National Mortgage Association (FNMA), the Government National Mortgage Association (GNMA), the Federal Home Loan Mortgage Corporation (FHLMC), and FHA and VA, and any Mortgagee as defined in Article I Section 11 of this Supplemental Declaration.

ARTICLE XV  
LIABILITY

NEITHER DEVELOPER, DECLARANT, THE NEIGHBORHOOD ASSOCIATION NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION AND DETENTION LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM LOCATED ON THE PROPERTY. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, AND INVITEES, RELEASES DEVELOPER, DECLARANT, THE NEIGHBORHOOD ASSOCIATION AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

NEITHER DEVELOPER, DECLARANT, THE NEIGHBORHOOD ASSOCIATION NOR THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE LISTED PARTIES) SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AND DETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES CONTAINED WITHIN OR ADJACENT TO THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY THEIR ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT WITHIN THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES OR BOTTOMS.

IN WITNESS WHEREOF, Developer and Declarant have caused this Supplemental Declaration to be duly executed the date stated above.

Signed, sealed, and delivered in the Presence of:

WEST MEADOWS, LLC, a Florida limited liability company

Jamie L. Goodman  
Print Name: Jamie L. Goodman

[Signature] (SEAL)  
By: Timothy F. Mobley  
Its: President

Vanderlyn Brown  
Print Name: Vanderlyn Brown  
As to "Developer"

MOBLEY HOMES FLORIDA, LLC, a Florida limited liability company

Jamie L. Goodman  
Print Name: Jamie L. Goodman

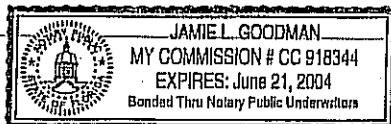
[Signature] (SEAL)  
By: TIMOTHY F. MOBLEY  
Its: President

Vanderlyn Brown  
Print Name: Vanderlyn Brown  
As to "Declarant"

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, TIMOTHY F. MOBLEY as President of WEST MEADOWS, LLC, a Florida limited liability company, to me personally known or who has produced \_\_\_\_\_ as identification, and known to me to be the individual described in and who executed the foregoing instrument as said officer and he acknowledged before me that he executed the same for the purposes therein expressed on behalf of said corporation.

WITNESS my hand and official seal at Hillsborough, said County and State, this 12<sup>th</sup> day of November, 2003.



Jamie L. Goodman  
Notary Public  
Print Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

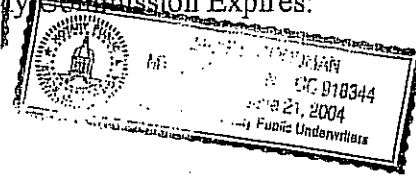
I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, TIMOTHY F. MOBLEY as President of MOBLEY HOMES FLORIDA, LLC, a Florida limited liability company, to me personally known or who has produced \_\_\_\_\_ as identification, and known to me to be the individual described in and who executed the foregoing instrument as said officer and he acknowledged before me that he executed the same for the purposes therein expressed on behalf of said corporation.

WITNESS my hand and official seal at Hillsborough, said County and State, this 17<sup>th</sup> day of November, 2003.

Jamie L. Goodman  
Notary Public



Print Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**JOINER AND CONSENT OF NEIGHBORHOOD ASSOCIATION**

STONE RIDGE AT HIGHWOODS PRESERVE TOWNHOMES OWNERS' ASSOCIATION, INC., hereby joins in and consents to the foregoing Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for STONE RIDGE AT HIGHWOODS PRESERVE (the "Supplemental Declaration"), accepts the obligations imposed upon it by the Supplemental Declaration, and agrees to be bound by the terms and conditions thereof.

DATED this 12 day of November, 2003.

Signed, Sealed and Delivered  
in the Presence of:

STONE RIDGE AT HIGHWOODS  
PRESERVE TOWNHOMES OWNERS'  
ASSOCIATION, INC.

Jamie L. Goodman  
Print Name: Jamie L. Goodman

By: [Signature]  
Timothy F. Mobley  
President

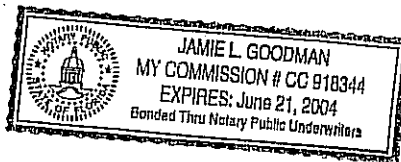
Leonard H. Johnson  
Print Name: Leonard H. Johnson

(SEAL)

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of NOV, 2003, by Timothy F. Mobley, as President of Stone Ridge at Highwoods Preserve Townhomes Owners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

Jamie L. Goodman  
Notary Public  
Print Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_





**ACTION OF THE BOARD OF DIRECTORS OF  
STONE RIDGE AT HIGHWOODS PRESERVE TOWNHOMES OWNERS'  
ASSOCIATION, INC.  
TAKEN BY UNANIMOUS WRITTEN CONSENT**

Pursuant to the Florida Not for Profit Corporation Act, the undersigned, being all of the members of the Board of Directors (the "Directors") of Stone Ridge at Highwoods Preserve Townhomes Owner's Association, Inc. (the "Association"), hereby give their unanimous written consent to and adopt the following resolutions as the actions of the Directors of the Association in lieu of a meeting, and hereby direct that this written consent to such actions be filed with the minutes of the proceedings of the Association:

WHEREAS, Article II, Section 9(g) of that certain Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for West Meadows for Stone Ridge at Highwoods Preserve recorded in Official Records Book 13319, at Page 1289, of the Public Records of Hillsborough County, Florida (the "Declaration") provides that "No fence, wall, or other structure shall be erected in the front yard, back yard, or side yard setback areas except as originally installed by Declarant or its assignee, or except any fence approved by the Architectural Control Committee";

WHEREAS, Article VI, Section 1 of the Declaration provides that "The Board of Directors shall appoint as a standing committee an Architectural Control Committee composed of three (3) or more persons appointed by the Board, or, in the Board's discretion, the Board from time to time may constitute itself the Architectural Control Committee";

WHEREAS, as of the date hereof, the Directors of the Association have not appointed an Architectural Control Committee;

WHEREAS, the Directors, pursuant to Article VI, Section 1 of the Declaration, hereby desire that the Board of Directors constitute the Architectural Control Committee; and

WHEREAS, the Directors, in their capacity as the members of the Architectural Control Committee, hereby desire to unanimously approve the application submitted to erect a fence at 8169 Stone Leaf Lane in accordance with the drawing attached hereto as Exhibit A.

NOW, THEREFORE, BE IT:

RESOLVED, that the Directors, pursuant to Article VI, Section 1 of the Declaration, hereby constitute the Architectural Control Committee;

FURTHER RESOLVED, that the Directors, in their capacity as the members of the Architectural Control Committee, hereby unanimously approve the application submitted to erect a fence at 8169 Stone Leaf Lane, Tampa, Florida, 33647 in accordance with the drawing attached hereto as Exhibit A; and

FINALLY RESOLVED, unless otherwise indicated, capitalized terms used herein shall have the meanings ascribed to them in the Declaration.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

[SIGNATURE PAGE TO ACTION OF THE BOARD OF DIRECTORS OF  
STONE RIDGE AT HIGHWOODS PRESERVE TOWNHOMES OWNERS'  
ASSOCIATION, INC. TAKEN BY UNANIMOUS WRITTEN CONSENT]

IN WITNESS WHEREOF, the undersigned Directors hereby ratify, affirm, approve, and  
adopt the foregoing resolutions as of the 10th day of October, 2004.

Signed, sealed and delivered  
in the presence of:

DIRECTOR:

Signature: *Sasha B. Goodman*  
Print Name: SASHA B. GOODMAN

By: *Timothy F. Mobley*  
Timothy F. Mobley

Signature: *Margaret Williams*  
Print Name: Margaret Williams

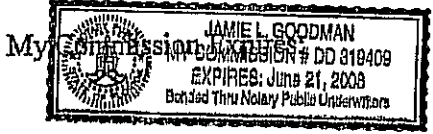
STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of  
October, 2004, by Timothy F. Mobley. He is personally known to me or has  
produced \_\_\_\_\_ as identification.

*Jamie L. Goodman*  
Notary Public

(Print, Type or Stamp Name)



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURE PAGE TO ACTION OF THE BOARD OF DIRECTORS OF  
STONE RIDGE AT HIGHWOODS PRESERVE TOWNHOMES OWNERS'  
ASSOCIATION, INC. TAKEN BY UNANIMOUS WRITTEN CONSENT]

Signed, sealed and delivered  
in the presence of:

DIRECTOR:

Signature: [Signature] By: [Signature]  
Print Name: SASHA R. GOODMAN Jamie Goodman

Signature: [Signature]  
Print Name: Marjorie L. Walker

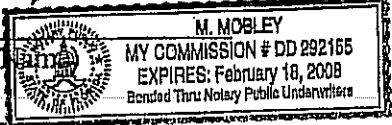
STATE OF FLORIDA

COUNTY OF Hillborough

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of  
October, 2004, by Jamie Goodman. She is personally known to me or has produced  
as identification.

[Signature]  
Notary Public

(Print, Type or Stamp



My Commission Expires:

[SIGNATURE PAGE TO ACTION OF THE BOARD OF DIRECTORS OF  
STONE RIDGE AT HIGHWOODS PRESERVE TOWNHOMES OWNERS'  
ASSOCIATION, INC. TAKEN BY UNANIMOUS WRITTEN CONSENT]

Signed, sealed and delivered  
in the presence of:

DIRECTOR:

Signature: *Sasha R. Goodman*  
Print Name: SASHA-R GOODMAN

By: *Maureen Mobley*  
Maureen Mobley

Signature: *Maureen Mobley*  
Print Name: Maureen Mobley

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of  
October, 2004, by Maureen Mobley. She is personally known to me or has  
produced \_\_\_\_\_ as identification.

*Jamie L. Goodman*  
Notary Public



\_\_\_\_\_  
(Print, Type or Stamp Name)  
My Commission Expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**CONSENT AND JOINDER OF MOBLEY HOMES FLORIDA, LLC  
TO ACTION OF THE BOARD OF DIRECTORS OF  
STONE RIDGE AT HIGHWOODS PRESERVE TOWNHOMES OWNERS'  
ASSOCIATION, INC. TAKEN BY UNANIMOUS WRITTEN CONSENT**

Mobley Homes Florida, LLC, as Declarant under that certain Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for West Meadows for Stone Ridge at Highwoods Preserve recorded in Official Records Book 13319, at Page 1289, of the Public Records of Hillsborough County, Florida, hereby consents to and joins into the terms and provisions of the Action of the Board of Directors of Stone Ridge at Highwoods Preserve Townhomes Owners' Association, Inc. Taken by Unanimous Written Consent approving the application to construct a fence at 8169 Stone Leaf Lane, Tampa, Florida 33647.

Signed, sealed and delivered  
in the presence of:

MOBLEY HOMES FLORIDA, LLC,  
a Florida limited liability company

Signature: [Handwritten Signature]  
Print Name: JASHA R. [Handwritten]

By: [Handwritten Signature]  
Timothy F. Mobley  
Chief Executive Officer

Signature: [Handwritten Signature]  
Print Name: MARSHALL [Handwritten]

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of October, 2004, by Timothy F. Mobley, as the Chief Executive Officer of Mobley Homes Florida, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

[Handwritten Signature]  
Notary Public

(Print, Type or Stamp Name)

My Commission Expires:  JAMIE L. GOODMAN  
COMMISSION # DD 818409  
EXPIRES: June 21, 2008  
Bonds Held Third Notary Public Underwillers

# EXHIBIT A

Reserve Plus

# Danielle Fence

COUNTRY ESTATE  
SINCE 1976  
Authorized Independent Distributor

Manufacturing Company, Inc.

PVC Docking, Rolling, Cozobos & Arbors - Entry Gates & Gate Openers - Aluminum - Rubberlic Mulch - Pro-Coat Concrete  
Hillsborough/Passaic: 813/991-6101 Fax 813/978-1109 Polk: 803/425-3182 848-8704 Fax 803/425-8870  
www.daniellefence.com TAMPA | MULBERRY - LAKEWOOD - WINTER HAVEN www.countryestate.com

Sold To TIM MOBLEY Date TH 109-16-04  
Address 8169 STONE LEAF LANE Hm \_\_\_\_\_  
City TAMPA Zip \_\_\_\_\_ Wk \_\_\_\_\_  
Subdivision STONERIDGE @ HILKWOODS, TAMPA Cell 813 629 8864  
Job Site (SAME) Fax 813.960.7477  
Cross Street HILKWOODS PRESERVE PKWY. E-mail \_\_\_\_\_

<b>WOOD</b>	<b>PVC</b>	Linear Foot	<u>45</u>	<u>26</u>
<input type="checkbox"/> Proborvo Plus	Style	Height	<u>72"</u>	<u>(76" PICKETS) 72"</u>
<input checked="" type="checkbox"/> Red Cypress	Style	Line Post	<u>4" x 4" x 12' PTP</u>	<u>4" x 4" x 12' PTP</u>
<b>STYLE</b>	Style	Top Rail	<u>FULL CUT 1" x 4" x 8' P.T. PINE</u>	
<input type="checkbox"/> Picket	Color	Middle Rail	<u>"</u>	
<input type="checkbox"/> Stockade	Post Cap	Bottom Rail	<u>"</u>	
<input checked="" type="checkbox"/> Board on Board	Picket Size	Fastener	<u>ALUMINIZED RING SHANK NAILS</u>	
<input type="checkbox"/> Shadowbox	Picket Spacing	Walk Gate	<u>NO GATES</u>	
Picket Size: <u>1/2" x 3/4"</u>	Picket Cap	Walk Gate Post	<u>"</u>	
Picket Top: <u>Dog Ear Flat</u>	Color	Drive Gate	<u>"</u>	
Picket Space: _____	<b>ALUMINUM</b>	Drive Gate Post	<u>"</u>	
Arch: <u>W</u>	Style	Gate Construction	<u>"</u>	
Post: <u>Most Both (Cham)</u>	Style	Hardware	<u>"</u>	
	Style	Concrete	<u>ALL POSTS</u>	
		Remove Existing Fence:	<u>NO</u>	

OTHER ACCENT ON POST

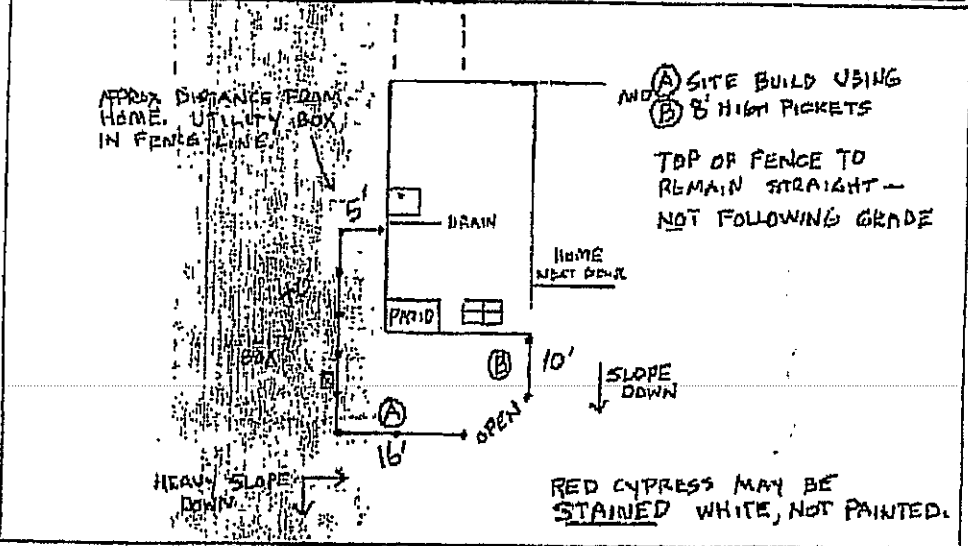


EXHIBIT A

NOTES  
OPTIONS: GOthic FINIALS (POST TOPS) = ADD \$ 59.00  
SLALOP FENCE (ARCH POWER) = ADD \$ 104.00

We hereby propose to furnish labor and materials, complete in accordance with the above specifications, for the sum of:  
Total Price (including tax) \$ 1487 Deposit \$ N/A

The above prices, specifications and conditions are hereby accepted subject to the standard terms and conditions.  
GUARANTEED BY [Signature] Date 9/17/04



Committed to Excellence thru Quality  
Danielle Fence Manufacturing Co. is a Drug Free Work Place  
4055 State Road 80 West - Mulberry, FL  
Mailing Address: P.O. Box 1018 - Mulberry, FL 33860

**STONE RIDGE AT HIGHWOODS PRESERVE TOWNHOMES OWNERS ASSOCIATION, INC.**

4131 GUNN HIGHWAY, TAMPA, FLORIDA 33618  
813/ 600-1100 X130 FAX 813/963-1326

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**ACTION OF THE BOARD OF DIRECTORS  
TAKEN BY UNANIMOUS WRITTEN CONSENT**

Pursuant to the Florida Not for Profit Corporation Act, the undersigned, being all of the members of the Board of Directors (the "**Directors**") of Stone Ridge at Highwoods Preserve Townhomes Owners Association, Inc. (the "**Association**"), hereby give their unanimous written consent to and adopt the following resolutions as the actions of the Directors of the Association in lieu of a meeting, and hereby direct this written consent to such actions be filed with the minutes of the proceedings of the Association:

WHEREAS, Article IV RIGHTS AND OBLIGATIONS OF THE ASSOCIATION, Section 5. Rules and Regulations, of that certain Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for West Meadows for Stone Ridge at Highwoods Preserve recorded in Official Records Book 13319, at Page 1289, of the Public Records of Hillsborough County, Florida (the "**Declaration**") provides that: "The Neighborhood Association from time to time may adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Lots, the Neighborhood Common Property, or any combination thereof, which rules and regulations shall be consistent with the rights and duties established by this Supplemental Declaration, and any applicable Future Supplemental Declaration...";

WHEREAS, Article IV RIGHTS AND OBLIGATIONS OF THE ASSOCIATION, Section 6. Implied Rights, of the Declaration provides that: The Neighborhood Association may exercise any other right, power or privilege given to it expressly by this Supplemental Declaration, any Future Supplemental Declaration, its Articles or By-Laws, and every other right, power or privilege reasonably to be implied from the existence of any right, power or privilege so granted or reasonably necessary to effectuate the exercise of any right, power or privilege so granted.

WHEREAS, as of the date hereof, the Directors of the Association have not promulgated Rules and Regulations in addition to those contained in the aforementioned Declaration;

WHEREAS, the Directors, pursuant to Article IV, Section 5. and Article IV, Section 6 of the Declaration find it necessary and desire to better control abusive parking practices by enforcing existing provisions of the Declaration and posted parking regulations by towing of repeat violators after reasonable notice;

**NOW, THEREFORE BE IT:**

**RESOLVED**, that the Board of Directors, pursuant to Article IV, Section 5 and Article IV, Section 6 of the Declaration hereby establish and adopt towing as a means of enforcing vehicle parking violations 24 hours subsequent to a FINAL NOTICE BEFORE TOWING for repeat violations of a specific violation or other parking violations.



**FURTHER RESOLVED**, that the Directors, in their capacity as the members of the Board of Directors, hereby unanimously approve, adopt and ratify the act/actions of the President of the Board of Directors in entering into and executing a contract for towing services on behalf of the Association.

**FINALLY RESOLVED**, unless otherwise indicated, that capitalized terms used herein shall have the meanings ascribed to them in the Declaration and that this ACTION be promulgated pursuant to Article II, Section 15 by posting a copy of this ACTION in/on the Mail Kiosk.

**SIGNATURES BEGIN ON THE FOLLOWING PAGE**

SIGNATURE PAGE TO ACTION OF THE BOARD OF DIRECTORS OF STONE RIDGE AT HIGHWOODS PRESERVE TOWNHOMES OWNERS ASSOCIATION, INC. TAKEN BY UNANIMOUS WRITTEN CONSENT

IN WITNESS WHEREOF, the undersigned Directors, hereby adopt, approve, ratify and affirm the foregoing resolutions of the 28<sup>TH</sup> day of March, 2006.

Signed, sealed and delivered  
In the presence of:

Signature: Maureen L. Williams

Print Name: Maureen L. Williams

Signature: Deb. Ruiz

Print Name: Debra Ruiz

Director

By: Timothy F. Mobley

Signature: Maureen L. Williams

Print Name: Maureen L. Williams

Signature: Deb. Ruiz

Print Name: Debra Ruiz

Director

By: Maureen Mobley

Signature: Maureen L. Williams

Print Name: Maureen L. Williams

Signature: Deb. Ruiz

Print Name: Debra Ruiz

Director

By: Jamie Goodman

**CONSENT AND JOINDER OF MOBLEY HOMES FLORIDA, LLC  
TO ACTION OF THE BOARD OF DIRECTORS OF  
STONE RIDGE AT HIGHWOODS PRESERVE TOWNHOMES OWNERS  
ASSOCIATION, INC. TAKEN BY UNANIMOUS WRITTEN CONSENT**

**Mobley Homes Florida, LLC**, as Declarant under that certain Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for West Meadows for Stone Ridge at Highwoods Preserve recorded in Official Records Book 13319, at Page 1289, of the Public Records of Hillsborough County, Florida, hereby consents to and joins into the terms and provisions of the Action of the Board of Directors of Stone Ridge at Highwoods Preserve Townhomes Owners Association, Inc. taken by Unanimous Written Consent approving towing as a means of enforcement of parking rules and regulations at Stone Ridge at Highwoods Preserve.

Signed, sealed and delivered  
In the presence of:

Mobley Homes Florida, LLC  
a Florida limited liability company

Signature: Maureen L. Williams By: Timothy F. Mobley  
Print Name: Maureen L. Williams Chief Executive Officer

State of FLORIDA  
County of Hillsborough

The foregoing instruments and the signatures of Timothy F. Mobley, Maureen Mobley and Jamie Goodman, all personally known to me, on this page and the previous page were acknowledged before me this 28<sup>th</sup> day of March, 2006.

Vanderlyn E. Brown  
Notary Public  
Stamp

