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Prepared by and return to:  
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✓ W/C

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
WEST MEADOWS**

**RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY**

1996 NOV 20 PM 1:46

**THIS DECLARATION** is made this 18th day of November, 1996, by **ATLANTIC GULF OF TAMPA, INC.**, a Florida corporation, hereinafter referred to as "Developer," who recites and provides:

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**RECITALS:**

A. Developer is the owner of certain land located in the City of Tampa, Hillsborough County, Florida, being the real property which is to be developed within the planned unit development commonly referred to as "West Meadows". West Meadows will be developed in phases and may be improved with residences of different size and types. Developer desires to maintain the integrity and beauty of West Meadows to assure high quality standards for the enjoyment of West Meadows residents.

B. Developer intends to develop West Meadows for the purpose of constructing single and multi-family dwellings thereon, which dwellings will share certain Common Property (as hereinafter defined) and which will be occupied and maintained as a residential development for the mutual and common advantage of all owners and occupants thereof, who shall own and occupy West Meadows subject to the provisions of this Declaration and all other rules and regulations applicable to West Meadows.

C. To provide for the preservation, enhancement and maintenance of West Meadows and the improvements thereon, Developer desires to subject the portions of West Meadows, as they are developed and improved, to the protective covenants, conditions, restrictions, easements, charges and liens of this Declaration, each and all of which are for the benefit of West Meadows and of each owner of a portion thereof.

D. To provide for the efficient management of West Meadows, Developer deems it desirable to create a non-profit corporation with the power and duty of administering and enforcing the protective covenants, conditions, restrictions and easements, charges and liens hereinafter set forth, including, without limitation, the maintenance and administration of the Common Property and the collection and disbursement of the Assessments hereinafter created, and to this end, Developer has created or will create West Meadows Property Owners Association, Inc., a Florida not-for-profit corporation, whose membership shall include all owners of all or any part of West Meadows.

## DECLARATION

NOW, THEREFORE, Developer declares that the Property (as hereinafter defined) shall be held, sold, occupied, and conveyed subject to the following covenants, conditions, restrictions, easements, and limitations, which are for the purpose of protecting the value and desirability of the Property, shall run with the title to the Property, and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, legal representatives, successors and assigns, and shall inure to the benefit of each owner thereof and Developer.

### I. DEFINITIONS

A. Defined Terms. The following definitions shall apply wherever these capitalized terms appear in this Declaration:

1. "ACC" means the Architectural Control Committee of the Association.
2. "Additional Property" means any land which is adjacent to or contiguous with the Property , including, without limitation, land more fully described on Exhibit C attached hereto and made a part hereof, which land is located such that if the land is annexed to the Declaration by the Developer and its successors or assigns, it shall form an integrated community with the Property. Developer or the Association may annex Additional Property to the terms and conditions of this Declaration in the manner hereinafter of the set forth.
3. "Annexation" means the addition of all or any part of the Additional Property to the development community created herein and the subjecting of such property to the terms and conditions set forth in this Declaration and such additional terms and conditions as may be permitted in accordance with Article XI.
4. "Articles" means the Articles of Incorporation for the Association, as amended from time to time, a copy of which is attached hereto and made a part hereof as Exhibit D.

5. "Assessment" means the amount of money which may be assessed against an Owner for the payment of the Owner's share of the costs and expenses arising under this Declaration, including, without limitation, Annual Assessments, Special Assessments, Emergency Assessments, and Lot Assessments (as hereinafter defined).
6. "Assessment Charge" means all Assessments currently owed by each Owner, together with any late fees, interest, and costs of collection (including reasonable attorney's fees) when delinquent.
7. "Association" means West Meadows Property Owners Association, Inc., a Florida nonprofit corporation, its successors and assigns, which is responsible for the management and operation of the Property.
8. "Board of Directors" means the Board of Directors of the Association.
9. "Bylaws" means the Bylaws of the Association, as amended from time to time, a copy of which is attached hereto and made a part hereof as Exhibit E.
10. "City" means the City of Tampa, Florida.
11. "Common Property" means all of the Property, except the Lots and those portions of the Property which are dedicated to the public, together with any improvements thereon and all personal property intended for the common use and enjoyment of the Owners and any areas within the Property which the Association is obligated to maintain, notwithstanding that it may not own fee simple title to such areas. The Common Property to be maintained by the Association may specifically include, without limitation, rights of way of any publicly dedicated roads, signs, fencing, landscaped entry features (including entry sign, lighting, irrigation, and landscaping), any landscaping not located within a Lot, parks, open areas, conservation areas, nature preserves, and recreational facilities, provided that the foregoing list shall not be deemed to be a representation or warranty that any of the foregoing types of Common Property will be provided. Common Property may also include all personal property owned or leased by the Association and intended for use by the Association the common use and enjoyment of the Owners.
12. "County" means Hillsborough County, Florida.
13. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements, as it may hereafter be amended and supplemented from time to time.
14. "Developer" means Atlantic Gulf of Tampa, Inc., a Florida corporation, its successors and assigns, or any successor or assign of all or substantially all of its

- interests in the development of the Property all as more fully set forth in paragraph XII(O). Reference in this Declaration to Atlantic Gulf of Tampa, Inc. as the Developer under this Declaration is not intended and shall not be construed to impose upon Atlantic Gulf of Tampa, Inc., any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Lots within the Property from Atlantic Gulf of Tampa, Inc., and develop and resell the same. Developer may also be an Owner, for so long as Developer shall be the record owner of any Lot.
15. "Initial Improvements" means the initial, original construction of Residences and related improvements and the initial landscaping upon the Lots constructed by Developer or those builders specified by Developer.
  16. "Lot" means any plot of land intended as a site for a Residence and shown upon any duly recorded subdivision plat of the Property or a parcel of land which is permitted to be improved with a Residence. References herein to "Lot" shall also include the Residence and all improvements constructed on a Lot, unless specifically set forth to the contrary. In the event that Developer conveys a Lot together with all or part of an adjacent Lot or additional unplatted lands (such combination of Lots and lands being hereafter referred to as a "Reconfigured Lot") to one Owner who constructs only one Residence thereon and who landscapes all the land within the Reconfigured Lot so that it appears to be a single building plot, such Reconfigured Lot shall be deemed to be one Lot subject to one Assessment and entitled to one vote, and except as specifically set forth herein, all references to Lots shall include Reconfigured Lots. Provided, however, if such a Reconfigured Lot is subsequently developed with an additional Residence, it shall be deemed to constitute two Lots, shall be entitled to two votes, and shall be liable for payment of two Assessments.
  17. "Member" means a person entitled to membership in the Association, as provided in the Declaration and the Articles.
  18. "Mortgage" means any bona fide first mortgage encumbering a Lot as security for the repayment of a debt obligation.
  19. "Mortgagee" means any bank, savings and loan association, or other recognized institutional lender, any insurer or guarantor of Mortgages and any holder of Mortgages in the secondary market (including, without limitation, the Veteran's Administration, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation, and the Federal National Mortgage Association), holding a Mortgage now or hereafter placed upon any Lot, including Developer.
  20. "Neighborhood" means a group of Lots or portion of the Property which is developed as a separate residential community as specified from time to time by

the Developer in a Supplemental Declaration, in which the Owners of the property comprising the Neighborhood have a common interest, separate from the interest of all the Owners. Such Lots and the improvements thereon may require a higher or lower level of maintenance or may have as an appurtenance certain recreational or other facilities which serve only the Owners of such Lots. Lots in a specified Neighborhood may be obligated to pay a Neighborhood Assessment for the additional maintenance of the Lots or Neighborhood Common Property, all as more fully hereinafter described and as set forth in Supplemental Declaration subjecting the Neighborhood to the terms and conditions of this Declaration. In the event that the Developer elects to develop a portion of West Meadows under condominium ownership, such condominium shall constitute a Neighborhood and Owners of such condominium units shall be subject to the terms and conditions of this Declaration as well as the applicable declaration of condominium.

21. "Neighborhood Common Property" means the Common Property which is restricted to the common use and enjoyment of the Owners of one or more Neighborhoods. All covenants, conditions, restrictions and easements affecting Common Property shall apply to Neighborhood Common Property except that the use and benefit of the Neighborhood Common Property and the cost of maintenance shall be restricted to the Owners in the Neighborhood.
22. "Neighborhood Committee" means the persons elected by the Owners within the Neighborhood, if any, for the purpose of consulting with the Board in certain matters concerning the Neighborhood.
23. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including the buyer under a contract for deed. Owners shall not include those having such interest merely as security for the payment or repayment of a debt obligation.
24. "Permits" means any permits, easement or other approvals secured from various governmental agencies and regulatory bodies which govern the development of the Property, including without limitation the Permits issued by the City, the Florida Department of Environmental Protection, Florida Department of Natural Resources, the Southwest Florida Water Management District, the Army Corps of Engineers and the Florida Department of Transportation.
25. "Property" means that certain real property more fully described as all of the land contained within the plat of WEST MEADOWS PARCEL 4, Phases 1 and 2, as described in the attached Exhibit A, and within the plat of WEST MEADOWS, PARCEL 5, PHASE I, as described in the attached Exhibit B, and all such portions of the Additional Property which may, from time to time, be subjected to the terms hereof in accordance with the terms of Article XI. Property shall

exclude any portion of the land which is dedicated to the public or for the exclusive use by a utility company.

26. "Residence" means any single family residential dwelling constructed or to be constructed on or within any Lot together with any appurtenant improvements, including, without limitation, driveways, detached buildings, patios, sidewalks, and recreational facilities.
27. "Stormwater Management System" means a system which is designed, constructed, or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution, or to otherwise affect the quality and quantity of discharge from the system, as permitted pursuant to Chapter 40C-4, 40C-40 or 40C-42, Florida Administrative Code.
28. "TPOST" means the Tampa Palms Open Space and Transportation District, or its successors and assigns, which is a community development district created under the provisions of Chapter 190, Florida Statutes. All Lots within West Meadows are a part of TPOST and all owners shall be subject to the assessments levied in connection with the West Meadows portion of TPOST.

## II. ASSOCIATION

A. Members. Every Owner shall be a mandatory Member of the Association. Membership shall be appurtenant to and may not be separated from title to each Lot. Membership shall be transferred automatically by conveyance of the title to any Lot, whereupon the membership of the previous Owner shall automatically terminate. Persons or entities which have an interest in any Lot merely as security for the performance of an obligation shall not be Members of the Association, and in such case the beneficial Owner shall retain the membership in the Association. Provided further that, for so long as Developer owns any portion of the Additional Property, the Developer shall also be a member of the Association.

B. Voting Rights. The Association shall have two classes of voting Members:

1. Class A. Class A Members shall be all Owners, with the exception of Developer while the Class B Membership exists. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members; however, the vote for such Lot shall be exercised as they shall determine among themselves, but in no event shall more than one vote be cast with respect to any Lot. Notwithstanding the foregoing, if title to any Lot is held by a husband and wife, either spouse may cast the vote for such Lot unless a written voting authorization is filed with the Association. When

title to a Lot is in a corporation, partnership, association, trust, or other entity (with the exception of Developer), such entity shall be subject to the applicable rules and regulations contained in the Articles and Bylaws. Provided, however, if an Owner owns a Reconfigured Lot, for so long as such Reconfigured Lot is used consistent with the definition of a Reconfigured Lot, the Owner thereof shall have only one vote in Association matters.

2. Class B. The Class B Member shall be Developer and shall be entitled to the sole right to vote in Association matters until the occurrence of the earlier of the following events ("Turnover"):

(a) Three (3) months after ninety percent (90%) of the Lots in the Property that will ultimately be operated by the Association have been conveyed to Class A Members.

(b) Such earlier date as Developer, in its sole discretion, may determine in writing.

After Turnover, the Class A Members may vote to elect the majority of the members of the Board. For the purposes of this Article, builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereon for resale shall not be deemed to be Class A Members. After Turnover, for so long as Developer owns at least five (5%) percent of the Lots within the Property, the Developer may appoint the minority members of the Board, or not less than one (1) Director. After Turnover, the Developer shall be a Class A Member with respect to the Lots which it owns, and shall have all the rights and obligations of the Class A Members, except that it may not cast its votes for the purpose of reacquiring control of the Association or selecting the majority of the members of the Board.

3. Actions Requiring Membership Approval. In addition to the election of directors after Turnover, the Members shall vote with respect to certain matters all as more fully set forth in the Articles. Otherwise, the operation and management of the Association shall be vested in the Board.

### III.

#### OWNER'S RIGHTS AND DUTIES

A. Easement of Enjoyment. Subject to the limitations provided elsewhere in this Declaration, every Owner is granted a nonexclusive right and perpetual easement of enjoyment in and to the Common Property, which easement is appurtenant to and shall pass with the title to every Lot, subject to the following:

1. The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.
2. The right of Developer or the Association to grant easements and rights of way as may be appropriate for the proper development and maintenance of the Property, including, without limitation, Developer's right to reserve easements for itself, its successors and assigns for ingress, egress, maintenance, drainage and utilities over all Common Property.
3. All provisions of this Declaration, any plat of any part of the Property, and the Articles and Bylaws of the Association.
4. The rules and regulations governing the use and enjoyment of the Common Property adopted by the Association.
5. All easements and restrictions of record affecting any part of the Common Property.

Provided however, to the extent that any Common Property is Neighborhood Common Property, as designated in the deed to convey such Neighborhood Common Property to the Association, the use and enjoyment of such Neighborhood Common Property shall be restricted to those Owners specified in the deed of conveyance and the expenses of owning and maintaining the same shall be assessed solely against the Owners with designated use rights as a Neighborhood Assessment.

B. Delegation of Use. Each Owner may delegate, subject to the Articles, Bylaws, and the Declaration, his right of enjoyment of the Common Property and facilities to the members of his family, his tenants, his guests, invitees, licensees, domestic servants, or contract purchasers who occupy the Lot.

C. Damage or Destruction. In the event any Common Property, facilities, or personal property of the Association or Developer are damaged or destroyed by an Owner or any of his guests, tenants, invitees, agents, employees, or family members as a result of negligence or misuse, the Association shall repair the damaged area or property in a good and workman like manner, in accordance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association. The cost of such repairs shall be the responsibility of that Owner and shall be a Lot Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement.

D. Maintenance. Each Owner shall, at the Owner's cost and expense, keep all parts of his Lot, including the Residence, clean and free of debris, and in good order and repair. Such duties shall include, without limitation, repair or replacement of the roof, windows and doors (including glass or screens), and exterior of the Residence. Each Owner shall also maintain all landscaping on his Lot including any portion of the right of way which is bounded by his front

Lot line, the continuation of his side Lot lines, and the paved portion of any road adjacent to his Lot. The foregoing obligation shall include all maintenance, repair or replacement required because of the occurrence of any fire, wind, vandalism, theft or other casualty. All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep the Lot and the Residence in an attractive condition and in substantially the same condition and appearance as existed at the time of completion of construction; subject to normal wear and tear that can not be avoided. If an Owner fails to maintain his Lot, his Residence, and the adjacent road right-of-way area between the Lot and the paved road in good order and in a clean and attractive manner, the Association, after ten (10) days written notice to the Owner and with the approval of the majority of the Board of Directors, shall have the right to enter upon such Lot to correct, repair, restore, paint, maintain, and landscape any part of such Lot or Residence, or the adjacent portion of the road right-of-way at the area between the Lot and the paved road. The cost of such repairs or maintenance shall be a Lot Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement therefor.

E. TPOST. All Owners and their respective Lots are a part of TPOST and subject to all terms and conditions governing TPOST, including all financial obligations in connection therewith. TPOST imposes fees, taxes or assessments, or fees, taxes and assessments on this property through the special taxing district. These fees, taxes and assessments will pay the construction, operation, and maintenance costs of certain public facilities within TPOST. These fees, taxes and assessments are in addition to the county and all other taxes and assessments provided for by law.

The Developer has reserved the right, but not the obligation, to create another community development district and to remove the Property from the jurisdiction of TPOST and to subject the Property to the jurisdiction of such other community development district. In such event all references to TPOST shall mean and refer to the successor community development district.

#### IV.

#### COMMON PROPERTY AND EASEMENTS

##### A. Common Property.

1. Title. Developer shall retain title to the Common Property until such time as Developer conveys such Common Property or any portion thereof to the Association by recorded instrument. All remaining Common Property not deeded to the Association shall be deemed conveyed to the Association, without further act or deed by Developer at such time as Developer no longer owns any of the Property. Notwithstanding the foregoing, no part of the Common Property may be conveyed to any party (other than the Association), dedicated to the public (other than the roads and easements as shown on the plat of the Property or as otherwise necessary or convenient for the development of the Property), mortgaged, or otherwise encumbered without (a) the written consent or vote of the Class A Members as provided in the Articles of Incorporation and (b) until

Turnover, the prior written consent of the FHA or VA in accordance with HUD regulations, if the FHA or VA is the insurer of any Mortgage encumbering a Lot.

2. Maintenance. It shall be the duty of the Association to manage and maintain the Common Property in a clean, attractive, sanitary and serviceable condition, and in good order and repair. The Association's duties shall commence upon the completion of any improvements upon the Common Property, irrespective of which entity holds title thereto, and shall include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, equipment, and tangible personal property installed by Developer as a part of the Common Property. The Association shall keep the improvements located on the Common Property, including fixtures and personal property of the Association, insured for the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors. The Association shall also maintain all landscaping on the Common Property, provided, however, that neither Developer nor the Association shall be deemed a guarantor of such landscaping.

#### B. Utility Easements.

1. Blanket Easement. Developer reserves for itself, its successors and assigns, a nonexclusive, perpetual, alienable blanket easement and right for the benefit of the Property upon, across, over, through, and under the Property for ingress, egress, installation, replacement, repair, use and maintenance of all utility and service lines and service systems, public and private, including, but not limited to, water, sewer, drainage, irrigation systems, telephones, electricity, gas, television cable or communication lines and systems, and police powers and services supplied by the local, state and federal governments. This easement shall in no way affect any other recorded easements on the Property. Upon construction of a Residence on a Lot, the blanket easement reserved herein shall be vacated with respect to the portion of the Lot on which the Residence and other approved improvements are located.
2. Lot Easements. Developer reserves for itself, its successors, assigns and designees, including without limitation the City of Tampa, a ten foot (10') perpetual nonexclusive easement over, under, and across the front of each Lot for the installation, repair and maintenance of utilities, including without limitation water, sewer, and irrigation lines and for drainage. In the event that the Owner shall construct any Improvements within any easement area specifically reserved on a Lot, and in connection with the exercise of the Developer's rights hereunder, the Developer is required to remove such improvements, the repair, replacement or restoration of such improvements shall be at the cost and expense of the Owner.

- 3. Cable Television Easements. Developer reserves for itself, its successors and assigns, and grants to the Association and its designees, a perpetual, exclusive, alienable easement and right for the installation, maintenance, and supply of radio and television cables over, under and across the rights of way and easement areas on any recorded plat of the Property. If the Association elects to enter into a "bulk rate contract" for cable television, cable television service shall be supplied to each Lot and each Owner shall be required to pay all costs in connection therewith.

C. Stormwater Management System.

- 1. Blanket Easement. The plan for the development of the Property includes the construction of a Stormwater Management System, which may include, without limitation, retention and detention lakes, swales, conduits, weirs, pipes, pumps, buffer areas and berms across the rear of certain Lots. Developer hereby reserves for itself, its successors and assigns, and grants to the Association, TPOST and their designees, a perpetual, nonexclusive easement over and across all areas of the Stormwater Management System for the drainage of stormwater from the Property.

- 2. Maintenance Easement. Certain portions of the Stormwater Management System may be maintained by TPOST, the City and/or the Association. In connection therewith, the entity providing maintenance is hereby granted a perpetual, nonexclusive easement for ingress and egress, at all reasonable times and in a reasonable manner, over and across the Stormwater Management System and over any portion of a Lot which is a part of the Stormwater Management System, to operate, maintain, and repair the Stormwater Management System as required by the South West Florida Water Management District ("SWFWMD") permit. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any gradings of soil, construct or modify any berms placed along the rear of any Lots as part of the Stormwater Management System, or take any other action reasonably necessary, following which the Developer or other maintenance entity shall restore the affected property to its original conditions as nearly as practicable; provided, however, that Developer or maintenance entity shall not be required to replace or repair fences, walks, structures, landscaping, or other improvements which are removed or damaged. Developer or maintenance entity shall give reasonable notice of its intent to take such action to all affected Owners, unless, in the opinion of Developer or maintenance entity, an emergency exists which precludes such notice. The right granted herein may be exercised at the sole option of Developer or maintenance entity and shall not be construed to obligate Developer or maintenance entity to take any affirmative action in connection therewith. The Owners of Lots adjacent to any portion of the Stormwater Management System are granted a perpetual, nonexclusive easement for ingress and egress over and across the Stormwater Management System for

the purpose of providing maintenance and erosion control to the embankments of such Stormwater Management System.

3. Maintenance. The Developer reserves the right, in its sole discretion to perform the maintenance, operation, and repair of the Stormwater Management System in accordance with the Permits and subject to the rules and regulations of SWFWMD or to assign such rights and obligations to the City, TPOST or the Association. The Owners of Lots adjacent to the Stormwater Management System shall remove and dispose of trash which may accumulate in the Stormwater Management System, shall maintain all shoreline vegetation and the grade and contour of all embankments to the water's edge (as it may rise and fall from time to time), shall keep the grass, plantings, and other lateral support of the embankments in a clean and safe manner so as to prevent erosion. It is the Owner's responsibility not to remove native vegetation (including cat tails) that become established within the wet retention and detention ponds abutting or within such Owner's Lot. Removal includes dredging, the application of herbicide and cutting. Owners should address any questions regarding authorized activities within the wet retention and detention ponds to the SWFWMD, Tampa Permitting Department. It shall further be the responsibility of each Owner within the Property at the time of construction of a building, residence or structure, to comply with the construction plans for surface water management system pursuant to Chapter 40D-4, F.A.C., as approved and on file with SWFWMD.
4. Improvements. In the event that Developer, an entity designated by Developer, or the Association shall construct any bridges, docks, bulkheads, or other improvements which may extend over or onto the retention and detention area within the Stormwater Management System, or shall construct any similar improvements to support or enhance the Stormwater Management System, the Association shall maintain all such improvements in good repair and condition. No docks, bulkheads, or other structures, permanent or temporary, shall be constructed on, over, or under any portion of the Stormwater Management System without the prior written consent of TPOST and the approval of the ACC, which consent or approval may be withheld for any reason. Any improvements to the Stormwater Management System permitted by TPOST and installed by any Owner shall be maintained by such Owner in accordance with the maintenance provisions of this Declaration. All improvements to the Stormwater Management System shall also require the prior written approval of the SWFWMD.
5. Use and Access. Developer and TPOST shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of any portion of the Stormwater Management System, and shall have the right to deny such use to any person who, in the opinion of Developer or TPOST, may create or participate in a disturbance or nuisance on any part of the

Stormwater Management System. The use of such surface waters by the Owners shall be subject to and limited by the rules and regulations of Developer and TPOST, all permits issued by governmental authorities, and any rights granted to other persons pursuant to the rules and regulations of Developer and TPOST. The Owners shall have access to the Stormwater Management System only over that portion of the Common Property designated for such purpose by Developer or TPOST. Only Developer and TPOST shall have the right to pump or otherwise remove any water from any part of the Stormwater Management System for purposes of irrigation or any other use. No gas or diesel driven watercraft shall be operated on any portion of the Stormwater Management System, including the retention and detention lakes (except for approved maintenance activities).

6. LIABILITY. NEITHER DEVELOPER, TPOST 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. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, RELEASES DEVELOPER, TPOST AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

NEITHER DEVELOPER, TPOST, 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.

7. Wetlands and Jurisdictional Land. This Declaration is subject to the rights of the State of Florida over portions of the Property which may be considered wetlands, marshes, sovereignty or jurisdictional lands, and every Owner shall obtain any permit necessary prior to undertaking any dredging, filling, improving, landscaping, or removal of plant life existing on his Lot. Further, in the event berms or interceptor swales are constructed within Lots which are contiguous to any jurisdictional lands, the Owners thereof shall not remove or modify the berms or interceptor swales without the consent of the applicable governmental entities.
8. Rights of the SWFWMD. Notwithstanding any other provisions contained elsewhere in this Declaration, SWFWMD shall have the rights and powers enumerated in this paragraph. SWFWMD 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 Stormwater Management System. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by SWFWMD. No person shall alter the drainage flow of the Stormwater Management System, including any buffer areas or swales, without the prior written approval of SWFWMD. Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of SWFWMD. In the event that portions of the Stormwater Management System are maintained by the Association and the Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System must be assigned to and accepted by an entity approved by SWFWMD.

D. Developer's Rights. Developer, its successors and assigns shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of,

alienate, release, or otherwise assign the easements shown in the plat of the Property or described herein, (ii) to plat or replat all or any part of the Property owned by Developer, and (iii) to widen or extend any right of way shown on any plat of the Property or convert a Lot to use as a right of way, provided that Developer owns the lands affected by such change. Owners of Lots subject to easements shown on any plat of the Property shall acquire no right, title, or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the easement area. The Owners of Lots subject to any easements shall not construct any improvements on the easement areas, alter the flow or drainage, or landscape such areas with hedges, trees, or other landscape items that might interfere with the exercise of the easement rights. Any Owner who constructs any improvements or landscaping on such easement areas shall remove the improvements or landscape items upon written request of Developer, the Association, or the grantee of the easement.

V.  
UTILITIES

A. Water System. The central water system which is operated and maintained by the City provides for water service of the Property and shall be used as the sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located on each Lot. Each Owner shall pay water meter charges established or approved by the supplier thereof, and shall maintain and repair all portions of such water lines located within the boundaries of his Lot. No individual water supply system or well for consumptive purposes shall be permitted on any Lot.

B. Sewage System. The central sewage system which is operated and maintained by the City provides for service of the Property and shall be used as the sole sewage system for each Lot. Each Owner shall maintain and repair all portions of such sewer improvements and lines located within the boundaries of his Lot, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by the operator thereof. No sewage shall be discharged into the open ground or in to any marsh, lake, pond, park, ravine, drainage ditch, canal or roadway.

VI.  
COVENANTS FOR MAINTENANCE ASSESSMENTS

A. Annual Assessments. For each Lot within the Property, Developer covenants, and Owner, by acceptance of a deed or other conveyance, agrees to pay Annual Assessments levied by the Association for the improvement, maintenance, and operation of the Common Property, including, without limitation, the management and administration of the Association, and the furnishing of services as set forth in this Declaration and all general activities and expenses of the Association incurred into administration of owners and duties granted under this Declaration. In addition, the Association may enter into agreements with TPOST to fund certain maintenance and operation of TPOST facilities on such terms and conditions as TPOST and the Association

may, from time to time , determine and the cost of such funding shall also be a part of the Association budget.

As further hereinafter described, the Board of Directors, by majority vote, shall set the Annual Assessments at a level sufficient to meet the Association's obligations, including any contingencies and reserves it deems necessary or convenient. The Board of Directors shall set the date or dates such Annual Assessments shall become due and may provide for collection of Assessments to be payable annually or in monthly, quarterly or semi-annual installments; provided, however, that upon default in the payment of any one or more installments, the entire balance of such Annual Assessment may be accelerated, at the option of the Board of Directors, and be declared due and payable in full. Reconfigured Lots, for so long as only one single family Residence is located thereon, shall be subject to a single Annual Assessment.

**B. Special Assessments.** In addition to the Annual Assessments, the Association may levy, by majority vote of the Board of Directors, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Property, including fixtures and personal property related thereto, provided any such Special Assessment shall have the consent of Owners as provided in paragraph II(B)(3)(b).

**C. Emergency Assessments.** The Association may also levy an Emergency Assessment at any time by a majority vote of the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any extraordinary or emergency matters that affect all the Common Property or Members of the Association, including, after depletion of any applicable reserves, any unexpected expenditures not provided for by the Budget or unanticipated increases in the amounts budgeted. Any Emergency Assessment shall be due and payable at the time and in the manner specified by the Board of Directors.

**D. Lot Assessments.** In addition to the Annual and Special Assessments authorized above, the Board of Directors, by majority vote, may from time to time levy a Lot Assessment against a particular Lot and the Owner thereof for the purpose of defraying, in whole or in part, the cost of any repair, maintenance or restoration as provided herein; for the construction, reconstruction, repair, or replacement of a capital improvement upon or serving the specific Lot, including any additional special services to such Lot, the cost of which is not included in the Annual Assessment; or to reimburse the Association for any costs it incurs as a result of the Owner's failure to comply with this Declaration or any damage to the Common Property.

**E. Neighborhood Assessments.** The Board of Directors may levy, from time to time, a Neighborhood Assessment, which sums shall be used for the purposes of:

1. Improvement, maintenance, and operation of the Neighborhood Common Property, including all cost thereof for operation, repair and replacement, including without limitation, any up grade or non-standard entrance signage or features, within the Neighborhood, lighting, irrigation, landscaping, recreational

or decorative facilities and any improvements, designated for the sole use of the Owners within the Neighborhood;

2. Upgraded maintenance or upgraded services to Owners within the Neighborhood, for example, landscape services, painting or maintenance of housing exteriors;
3. For such other purposes as are set forth in the Supplemental Declaration establishing the Neighborhood.

F. Commencement of Annual and Neighborhood Assessments. The Annual and any Neighborhood Assessments provided for herein shall commence with respect to each Lot on the date of conveyance of the Lot. The initial Annual Assessment on any Lot subject to Assessment shall be collected at the time title to such Lot is conveyed. During the initial year of ownership, each Owner shall be responsible for the pro rata share of the Annual or Neighborhood Assessment charged to each Lot, prorated from the day of closing to the end of the calendar on a per diem basis.

G. Nonpayment of Assessments: Remedies of the Association.

1. Creation of Lien. The Assessment Charge is a charge and continuing lien upon each Lot subject to this Declaration. The lien provided for in this paragraph shall be perfected by the filing of a notice of lien in the public records of the County, in favor of the Association.
2. Owner's Acceptance. The Assessment Charge is also the personal obligation of the person or entity which was the Owner of such Lot at the time when the Assessment was levied, and of each subsequent Owner thereof. Each Owner of a Lot, by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay to the Association the Assessments established or described in this Article. Each Owner, by his acceptance of title to a Lot, expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such Assessment Charge as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such Owner is deemed to have granted to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of his Lot or waiver of the use of the Common Property.
3. Late Fees, Interest. Any Assessments not paid within ten (10) days after the due date shall be subject to a late fee as determined from time to time by the Board of Directors, and may, upon resolution of the Board of Directors, bear interest at a percentage rate determined by such Directors.

4. Remedies. The Association may bring an action at law against the Owner or Owners personally obligated to pay an Assessment Charge, or may foreclose the lien against the Lot upon which the Assessment Charge is made in the manner provided below. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot at such foreclosure sale and to acquire, hold, lease, mortgage and convey the same.

H. Subordination of the Lien to Mortgages. The lien of the Assessment Charge shall be inferior and subordinate to the lien of any Mortgagee, but only to the extent of the Mortgage balance outstanding as of the date the notice of an Assessment Charge was first recorded against the Lot, plus interest and reasonable costs of collection accruing thereafter. The sale or transfer of any Lot shall not affect the Assessment Charge; however, the sale or transfer of any Lot pursuant to foreclosure of a Mortgage or deed in lieu thereof shall extinguish the lien of an Assessment Charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve the transferee of such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, nor the Owner responsible for such payments from such Owner's personal liability as provided herein. Mortgagees shall in no event be responsible or liable for the collection of any Assessments. The failure to pay any Assessments shall in no event be deemed to constitute a default under any Mortgage by reason of anything contained in this Declaration, unless otherwise expressly provided in the Mortgage.

I. Budget.

1. Fiscal Year. The fiscal year of the Association shall consist of the twelve (12) month period commencing on January 1 of each year.
2. Initial Budget. Developer shall establish the budget for the fiscal year in which a Lot is first conveyed to an Owner other than Developer or Builder.
3. Preparation and Approval of Annual Budget. Commencing December 1st of the year in which a Lot is first conveyed to an Owner other than Developer, and on or before December 1 of each year thereafter, the Board of Directors shall adopt a budget for the coming year containing an estimate of the total amount which it considers necessary to pay the cost of all expenses to be incurred by the Association to carry out its responsibilities and obligations, including, without limitation, the cost of wages, materials, insurance premiums, services, supplies, and other expenses for the rendering to the Owners of all services required or permitted hereunder. Such budget may also include such reasonable amounts as the Board of Directors considers necessary to provide working capital for the Association, and to provide for a general operating reserve and reserves for contingencies and replacements. The Board of Directors shall send to each Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the Annual Assessments payable by each Owner, on or before December 15 preceding the fiscal year to which the budget applies.

4. Basis and Maximum Annual Assessment. Upon establishing the annual budget, the Board shall establish the per Lot Annual Assessment which shall in no event be greater than the Maximum Annual Assessment as hereinafter defined. To calculate the Annual Assessment, the Board shall calculate the number of assessment units for all Lots within the Property as of the commencement of the fiscal year and may consider any Additional Property or Lots anticipated to be added during the fiscal year. The total estimated expenses for the fiscal year shall be divided by the total assessment units. Provided however, the Maximum Annual Assessments as calculated above (excluding any Neighborhood Assessments) shall not exceed Three Hundred Fifty and 00/100 Dollars (\$350.00) per annum for calendar year 1996. From and after January 1, 1997, the Maximum Annual Assessment may be increased by the Board but such increase in any year may not be more than fifteen percent (15%) above the Maximum Annual Assessment for the previous year unless approved by a majority of all votes cast, in person or by proxy in the manner more fully set forth in the Articles. The Board may determine the applicable annual assessment at an amount which is equal to or less than the Maximum Annual Assessment.
  
5. Neighborhood Assessments. The Board of Directors shall establish, from time to time, any Neighborhood Assessments to be calculated as set forth in the Supplemental Declaration for such Neighborhood. Each year, prior to establishing the Neighborhood Assessments, the Neighborhood Committee, if appointed, may submit a proposed budget for the Neighborhood Assessment to the Board. The Board shall review the budget proposed by the Neighborhood Committee and, if it deems it reasonable, shall adopt the budget so proposed and levy the Neighborhood Assessment in accordance therewith, or may make such modifications thereto as it deems reasonable and necessary.
  
6. Reserves. The Association may, in its discretion, maintain such reserves as it deems reasonable or necessary for (i) working capital, (ii) contingencies, (iii) replacements, and (iv) the performance of such other coordinating or discretionary functions not contrary to the terms of this Declaration which the Board of Directors may from time to time approve. The amount and manner of collection of reserves shall be as determined by the Board of Directors, in its sole discretion. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved as a Minor Amendment as described in the Articles. If the reserves are inadequate for any reason, including nonpayment of any Owner's Assessment, the Board of Directors may, at any time, levy a Special Assessment in accordance with the provisions of this Article, which may be payable in a lump sum or in installments as the Board of Directors may determine. In the event there is a balance of reserves at the end of any fiscal year and the Board of Directors so determines,

any excess reserves may be taken into account in establishing the next year's budget and may be applied to defray general expenses incurred thereunder.

7. Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt an annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his Assessments, as herein provided, whenever the same shall be determined. In the absence of any annual Association budget or adjusted budget, each Owner shall continue to pay the Annual Assessment at the then existing rate established for the previous fiscal period, in the manner such payment was previously due, until notified otherwise.
  
8. Accounts. Except as otherwise provided herein, all sums collected by the Board of Directors with respect to Assessments against the Owners may be commingled in a single fund.
  
- J. Exempt Property. The following properties subject to this Declaration shall be exempted from the Assessments, Assessment Charges, and liens created herein: (a) all properties dedicated to and accepted by a governmental body, agency or authority; and (b) all Common Property. All Lots, Property or Additional Property owned by Developer (including, without limitation, any Lot used or leased by Developer, or by a builder constructing a Residence thereon for sale to third parties, for a model home, construction facility, or other use) shall be exempt from payment of Assessments for so long as Developer funds any deficit in the annual budget. Developer shall fund such expenses only as they are actually incurred by the Association during the period that Developer is funding the deficit. Developer's obligation to fund any deficits shall terminate at such time as Developer, in its sole discretion, elects to pay the Assessment for each Lot owned by it, or after Turnover, whichever shall first occur. Developer may, but is not obligated to, assign this exemption right to any entity it may determine, including without limitation any builder owning Lots solely for the purpose of constructing Residences intended to be sold to ultimate purchasers. Any such assignment of Developer's exemption shall have no effect on Developer's exemption hereunder.
  
- K. Real Estate Taxes. In the event the Common Property is taxed separately from the Lots, the Association shall include such taxes as part of the Annual Assessment. In the event the Common Property is taxed as a component of the value of the Lot owned by each Owner, it shall be the obligation of such Owner to promptly pay such taxes prior to their becoming a lien on the Property.
  
- L. Certificate of Payment. The Treasurer of the Association, or the management company authorized by the Board of Directors, upon demand of any Owner liable for an Assessment, shall furnish to such Owner a certificate in writing setting forth whether such Assessment has been paid. Such certificate shall be conclusive evidence

of payment of any Assessment therein stated to have been paid. A reasonable charge for the services involved in preparing such certificate may be assessed by the Association or management company, as applicable.

## VII.

### ARCHITECTURAL CONTROL

A. Purpose. Except for the Initial Improvements, the Association through the ACC shall have the right to exercise architectural control over all improvements constructed, erected, or placed upon any part of the Property, to assist in making the Property a community of high standards and aesthetic beauty. Such architectural control may include all architectural aspects of any such improvement including, without limitation, size, height, site planning, setbacks, exterior design, materials, colors, open space, landscaping, waterscaping, and aesthetic criteria. For so long as Developer owns any Lot, Developer shall have the sole right to appoint the members of the ACC. Thereafter, the members of the ACC shall be appointed by the Board of Directors as designated in the Bylaws. If the Board of Directors fails to so appoint the ACC, then the Board of Directors shall constitute the ACC. The Developer shall have the sole right to approve the Initial Improvements on the Property and the rights granted to the ACC with respect to the Property shall only be in effect for a Lot only after the Residence has been completed on such Lot.

#### B. Construction Subject to Architectural Control.

1. ACC Approval. Except for the Initial Improvements, no construction, modification, alteration, or improvement of any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any Residence, shall be undertaken on any Lot unless and until a plan of such construction, modification, alteration, or improvement shall have been approved in writing by the ACC. No Initial Improvements shall be commenced, erected, placed, or maintained upon any Lot unless and until the same shall have been submitted to and approved in writing by Developer.
2. Improvements Subject to Approval. Construction, modifications and improvements subject to approval by the ACC or Developer, as applicable, specifically include, but are not limited to, painting or other alteration of the exterior appearance of a Residence (including doors, windows and roof); installation of antennae, satellite dishes or receivers, solar panels or other devices; construction of docks, fountains, screened enclosures, swimming pools, whirlpools, or other pools; construction of privacy walls or other fences; addition of awnings, signs (whether located on the Lot or in windows of the Residence), gates, flower boxes, shelves, statues, or other outdoor ornamentation, patterned or brightly colored window coverings; alteration of the landscaping or topography of the Property, including, without limitation, any cutting or removal of trees, planting or removal of plants, and creation or alteration of lakes or similar

features of the Property; and all other modifications, alterations, or improvements visible from any road or other Lots. All of the foregoing (excluding Initial Improvements) are jointly referred to herein as "Proposed Improvements".

3. Procedures.

- (a) Application. It shall be the responsibility of each Owner to supply two (2) sets of the documents described herein to the ACC, or to Developer as to the Initial Improvements. The ACC or Developer, as applicable, shall approve or disapprove the documents properly submitted to it in writing within thirty (30) days of such submission. Any requests shall be deemed approved if the ACC or Developer, as applicable, fails to issue a written approval or disapproval with thirty (30) days of their proper submission. The documents, materials and items to be submitted for approval shall include two (2) sets of the following: (i) the construction plans and specifications, if any, including a detailed landscape plan; (ii) an elevation or rendering of all Proposed Improvements, if any, (iii) samples of materials or paint colors and (iv) such other items as the ACC or Developer may deem appropriate.
- (b) Basis for Decision. Approval shall be granted or denied by the ACC or Developer based upon compliance with the provisions of this Declaration and any guidelines established pursuant thereto, the quality of workmanship and materials, the harmony of external design with its surroundings, the effect of the construction on the appearance from surrounding Lots, and all other factors, guidelines and standards promulgated from time to time, including purely aesthetic considerations, which, in the sole opinion of the ACC or Developer, will affect the desirability or suitability of the construction.

In connection with its approval or disapproval of an application, the ACC or Developer shall evaluate each application for total effect. The evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria. It is possible, therefore, that an application may meet individual criteria and still not receive approval, if in the sole judgment of the ACC or Developer, its overall aesthetic impact is unacceptable. The approval of an application shall not be construed as creating any obligation on the part of the ACC or Developer to approve applications involving similar designs for different Lots.

- (c) Uniform Procedures. The ACC may establish uniform procedures for the review of applications, including the assessment of review costs and fees, if any, to be paid by the applicant, and the requirement of a security

deposit, the time and place of meetings, and the posting of a compliance bond to ensure the full and timely compliance by the applicant with the conditions imposed by the ACC. No submission for approval shall be considered by the ACC unless and until such submission, in compliance with the provisions of this Article, has been accepted by the ACC. Developer may establish separate guidelines and procedures for the submission of the plans and specifications for Initial Improvements.

(d) Notification. Approval or disapproval of applications to the ACC shall be given to the applicant in writing within thirty (30) days of receipt thereof, by the ACC in accordance with the procedures adopted by the ACC. The ACC shall indicate its approval by stamping the plans with its seal and the date of approval. If the ACC disapproves the requested Proposed Improvement, it shall provide written notice of such disapproval to the Owner. Disapproval by the ACC may be appealed to the Board of Directors of the Association, and the determinations of the Board of Directors shall be dispositive. If the ACC does not act within the thirty (30) day period (unless an extension is agreed to) from receipt of the plans and specifications in acceptable form, the plans and specifications for the Proposed Improvements shall be deemed to have been approved. No construction (other than Initial Improvements) on any Lot or within the Property shall be commenced, and no Residence shall be modified, except in accordance with such approved plans and specifications. The Developer shall give its notice of approval or disapproval within thirty (30) days from the date the Developer receives all the required information. The determination of the Developer with respect to the Initial Improvements shall be dispositive.

4. Variances. The ACC or Developer, as applicable, may authorize a variance from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental consideration require the same. A variance shall be evidenced by a document signed by the chairman of the ACC, if it involves a Proposed Improvement, or by Developer, if it involves Initial Improvements. If such a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions this Declaration for any purpose except as to the particular Lot and the particular provisions of this Declaration covered by the variance, nor shall it affect in any way the Owners' obligation to comply with all governmental laws and regulations, including, but not limited to, zoning ordinances and set back lines or requirements imposed by any governmental or municipal authority.

5. Enforcement. The Board of Directors shall have the authority and standing on behalf of the Association to enforce, in courts of competent jurisdiction, the decisions of the ACC. The Developer shall also have the authority and standing in courts of competent jurisdiction to enforce its decisions hereunder.

Without limiting the foregoing, the landscaping of the Lot shall be completed in accordance with the landscaping plan prior to the initial occupancy of the Residence or in the case of a Proposed Improvement, which require additional landscaping, constructed after the Initial Improvements, the landscaping must be completed within thirty (30) days from completion of the Proposed Improvement. In the event that the landscaping is not completed as provided herein, the Association or the Developer shall have the right to enter upon the Lot and complete the landscaping in accordance with the approved plans, in the same manner as exterior maintenance may be performed by the Association or Developer in accordance with paragraph III(D).

6. Remedy for Violations. In the event any Proposed Improvement is constructed without first obtaining the approval of the ACC or Developer, as applicable, or is not constructed in strict compliance with any approval given or deemed given by the ACC or Developer, as applicable, or the provisions of this Article are otherwise violated, the ACC, as the authorized representative of the Association or the Developer, shall have the specific right to injunctive relief to require the Owner to stop, remove, and alter any improvements in order to comply with the requirements hereof, or the ACC or Developer may pursue any other remedy available to it. In connection with this enforcement paragraph, the ACC and Developer shall have the right to enter into any Lot or Residence and make any inspection necessary to determine that the provisions of this Declaration have been complied with. The failure of the ACC or Developer to object to any Proposed Improvement prior to its completion shall not constitute a waiver of the ACC's or Developer's right to enforce this Article. The foregoing rights shall be in addition to any other remedy set forth herein for violations of this Declaration.
7. Reservation of Right to Release Restrictions. In each instance where a structure has been erected, or construction thereof has substantially advanced, in such a manner that some portion of the structure encroaches on any Lot line, setback line, or easement area, Developer reserves for itself, its successors, assigns and designees, the right to release such Lot from the encroachment and to grant a variance to permit the encroachment without the consent or joinder of any person, irrespective of who owns the burdened Lot or easement areas, so long as Developer, in the exercise of its sole discretion, determines that the release or a variance will not materially or adversely affect the value of the adjacent Lot and the overall appearance of the Property. This reserved right shall automatically pass to the Association when Developer no longer owns any portion of the

Property. Upon granting of an exception to an Owner, the exception shall be binding upon all subsequent Owners of the affected Lots.

8. No Liability. Notwithstanding anything contained herein to the contrary, the ACC and Developer shall merely have the right, but not the obligation, to exercise architectural control, and shall not be liable to any Owner, its successors, assigns, personal representatives, or heirs, due to the exercise or non-exercise of such control or the approval or disapproval of any Proposed Improvement. Furthermore, the approval of any plans and specifications or any Proposed Improvements shall not be deemed to be a determination or warranty that such plans and specifications or Proposed Improvements are complete, do not contain defects, or in fact meet any standards, guidelines, or criteria of the ACC or Developer, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and neither the ACC, the Association, nor Developer shall be liable for any defect or deficiency in such plans and specifications or Proposed Improvements, or any injury to persons or property resulting therefrom.

### VIII.

#### PROTECTIVE COVENANTS

A. Protective Covenants. In order to keep the Property a desirable place to live for all Owners, the following protective covenants are made a part of the Declaration. Without limiting any of the provisions or requirements hereof, the specific references to Developer or ACC approval set forth in this paragraph or elsewhere in the Declaration shall not be construed as a limitation on the requirements of Article VII of the Declaration or in any Supplemental Declaration.

1. Lot Resubdivision. No Lot shall be further subdivided, replatted, or separated into smaller Lots by any Owner. Provided however, this restriction shall not prohibit corrective deeds or similar corrective instruments. Developer shall have the right to reconfigure Lots or modify subdivision plats of the Property if Developer owns all the Lots within the legal description of the Property to be subjected to the replat, or if all Owners of Lots which are included within the portion of the plat so modified consent to such modification, which consent shall not be unreasonably withheld or delayed.
2. Residential Use. Each Lot shall be used, improved and devoted exclusively to single family residential use, and for no commercial purpose. No time share ownership of Lots shall be permitted without Developer's approval. Nothing herein shall be deemed to prevent any Owner from leasing a Residence, subject to all of the provisions of the Declaration, Articles, and Bylaws, nor to prevent Developer from converting the use of a platted lot to a road for ingress and egress from an adjacent Lot or land. The foregoing restriction shall not operate

to prevent Developer or its designees from using one or more Residences as model homes or sales centers during the development and sale of the Property. No other business or commercial use may be made of any part of the Property. Provided, however, an occupant of a Residence who maintains a personal or professional library, keeps personal or professional books or accounts, conducts personal business (provided that such use does not involve customers, clients, employees, licenses or invitees regularly visiting the Residence), or makes professional telephone calls or correspondence in or from a Residence is engaging in a residential use and shall not be deemed to be in violation of this paragraph by reason thereof.

3. Nuisances; Other Improper Use. No nuisance shall be permitted to exist on any Lot or Common Property so as to be detrimental to any other Lot in the vicinity thereof or its occupants, or to the Common Property. Any activity on a Lot which interferes with television, cable, or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. No immoral, offensive, or unlawful use shall be made of the Property or any part thereof. All laws, zoning ordinances, orders, rules, regulations, and requirements of any governmental agency having jurisdiction relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property. No waste may be stored or dumped on the Common Property. Owners hereby acknowledge that construction activity on or about the Property during daylight hours shall not be deemed to be a nuisance. The determination of the Board of Directors as to what may be or become a nuisance shall be conclusive.
  
4. Insurance. Nothing shall be done or kept in any Residence, Lot, or in the Common Property which will increase the rate of insurance for the Property or any other Lot, or the contents thereof, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his Residence, on his Lot, or in the Common Property which will result in the cancellation of insurance on the Property or any other Lot, or the contents thereof, or which would be in violation of any law.
  
5. Access. Owners shall allow the Board of Directors or the agents and employees of the Association to enter any Lot for the purpose of maintenance, inspection, repair, replacement of the improvements within the Lot, or in case of emergency, for any lawful purpose, or to determine compliance with this Declaration.
  
6. Pets. No animals, livestock, or poultry shall be raised, bred, or kept any where within the Property, except that not more than two dogs, cats, or caged birds (or any combination thereof, not exceeding two animals, may be kept by an Owner or occupant of a Lot, but only if such permitted pets do not constitute a nuisance

on the Property. All pets must be held or kept leashed or otherwise appropriately restrained at all times they are on the Common Property, and all owners of pets shall be held strictly responsible to immediately collect and properly dispose of the wastes and litter of their pets. The Association reserves the right to designate specific areas within the Common Property where pets may be walked on leashes by their Owners. The Association further reserves the right to demand that an Owner permanently remove from the Property all pets which create disturbances or annoyances that constitute nuisances, in the sole determination of the Board of Directors. The decision of the Board of Directors in such matters is conclusive and shall be enforced by the Association.

7. Signs. No sign of any kind shall be displayed to public view on any Lot except one sign of not more than three and one-half (3½) square feet advertising such Lot for sale or rent. The foregoing restriction shall not apply to the Developer or any designee of the Developer during the period of time that the Developer or its designees are constructing improvements or marketing within West Meadows.
  
8. Recreational Vehicles. No travel trailer, mobile home, boat, tent, storage building, garage, barn or outbuilding shall be, at any time, used as a residence temporarily, or permanently; provided, however, that recreational vehicles such as travel trailers, mobile homes, motor homes, tents, trailers, boats, etc., not exceeding ten feet in height and thirty two feet in length, may be stored on a Lot at the rear or side of the Residence situated thereon upon the following conditions:
  - (1) No such vehicle shall be permitted within the front or side setback areas.
  - (2) All such vehicles shall bear current registration or inspection tag.
  - (3) No such vehicle shall be permitted on the side yard adjacent to the street of a corner Lot.
  - (4) No such vehicle shall be permitted anywhere within the yard of any Lot which is adjacent to a lake.
  
9. Motor Vehicles and Parking. Except as specifically set forth in paragraph 8, no vehicles, except four wheeled passenger automobiles, sport utility vehicles, or standard sized pick up trucks not exceeding one-ton capacity, with no lettering or signage thereon, shall be placed, parked or stored upon any Lot, unless totally contained within a garage or appropriately screened from view of the neighboring Owners and from the street or unless being utilized in the construction of a Residence on the Lot. The sufficiency of such screening shall be determined solely in the discretion of the ACC. No maintenance or repair of the type of vehicles permitted hereunder, which necessitates putting the vehicle on blocks or

otherwise extends for a period of greater than three daylight hours may be performed upon any such vehicle on any Lot unless with the written approval of the ACC, except within a garage, totally isolated from public view.

10. Offstreet Motor Vehicles. No motorized vehicles including, without limitation, two, three and four wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives except as specifically approved in writing by the ACC or if utilized for the purpose of maintenance, construction, security or other similar purposes.
11. Visibility at Street Intersections. No hedge, shrub, or planting which obstructs the site lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points twenty five (25') feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines as extended. The same site line limitation shall apply to any Lot within ten (10') feet from an intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of the intersections unless the foliage line is maintained at or above six feet (6') feet above the roadway intersection elevation to prevent the obstruction of sight lines.
12. Garbage and Trash Containers. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept in sanitary containers and placed in trash enclosures and further disposed of in accordance with the applicable rules of the County in its collection procedures.
13. Temporary Structures. Unless first approved in writing by the ACC, no structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except that the Developer or its designees, may install a sales trailer or other approved temporary structure on a Lot for use as a sales office or construction office during any development within West Meadows.
14. Oil and Mining Operations. No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or on the Property.
15. Hazardous Materials. No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of in or under the Property,

except in strict compliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on the Parcel 4, Phases 1 and 2 Land, subject to strict safety codes and shall be stored in containers specifically designed for such purposes.

16. Tree Preservation. No trees measuring four inches (4") or more in diameter at a point which is three (3') feet above ground level may be removed without the written approval of the Developer, unless located within ten (10') feet of the Residence or accessory building or within ten (10') feet of the approved site for such building. No tree shall be removed from any Lot without the consent of the Developer until the Owner shall be ready to commence construction. All tree removal shall be removed only in accordance with the City's Tree Ordinance.
17. Personal Services. The employees of the Association shall not be required to attend to any personal matters or business of Owners, nor shall they be permitted to leave the Property on any private business of Owners. The uses and functions of such employees shall be governed by the Board of Directors. In the event personal services are provided to Owners by any employees of the Association, the Association will not assume any responsibility or be liable for, in any manner, the quality of such services or work provided, nor shall it warrant such services or work. In addition, the Association shall not be liable for any injury to persons or damage to property resulting from any act or omission by those performing such personal work or services for Owners.
18. Soliciting. No soliciting will be allowed at any time within the Property.

## IX. INSURANCE

### A. Types of Coverage.

1. Insurance of Common Property. The Board of Directors shall obtain liability insurance on the Common Property and, to the extent the Board of Directors deems reasonable or necessary, may obtain casualty insurance and increase the amounts of liability insurance, all as is consistent with prudent business judgment, including the following:
  - a. Hazard insurance on the Common Property and any improvements constructed thereon, with extended coverage, vandalism, malicious mischief and windstorm endorsements in an amount not less than that necessary to comply with the coinsurance percentage stipulated in the policy, and in any event not less than 80% of the insurable value (based upon replacement cost) of the improvements constructed on the Common Property.

- b. Public liability insurance in such limits as the Board of Directors may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Property or adjoining the Property. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board of Directors, or other Owners. The Board of Directors shall review such limits once each year.
2. Insurance of the Lots. It shall be the responsibility of each Owner to obtain, at his own expense, liability insurance with respect to the ownership and use of his Lot, including his Residence, and the Association shall not be responsible for obtaining such insurance or have any liability whatsoever in connection therewith. It shall be the responsibility of each Owner to obtain and maintain hazard insurance and insurance against the perils customarily covered by an extended coverage endorsement in an amount equal to not less than the full replacement cost of the Residence and shall submit evidence of such insurance coverage together with evidence of payment of the most recent premium therefor to the Association upon request.
3. Director and Officer Liability Insurance. The Board of Directors may obtain, as a matter of common expense payable from the Annual Assessments, liability insurance against personal loss for actions taken by members of the Board of Directors and officers of the Association in the performance of their duties. Such insurance shall be of the type and amount determined by the Board of Directors, in its discretion.
4. Other Coverage. The Board of Directors shall obtain and maintain worker's compensation insurance, if and to the extent necessary to meet the requirements of law, and such other insurance as the Board of Directors may determine or as may be requested from time to time by a majority of the Owners. The Board of Directors may from time to time increase or decrease the types and amounts of insurance coverage, as may be necessary or convenient to comply with requirements of Mortgagees or based upon the cost and availability of such coverage.
- B. Repair and Reconstruction After Casualty.
1. Common Property. In the event of damage to or destruction of all or any the improvements on the Common Property as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of such improvements substantially in accordance with the plans and specifications under which the improvements were originally constructed, or any modification thereof approved by Developer or the ACC. The Board of Directors

shall proceed towards reconstruction of such improvements as quickly as practicable under the circumstances, and shall obtain funds for such reconstruction from the insurance proceeds and any Special Assessments that may be necessary after exhaustion of reserves for the repair and replacement of such improvements. Nothing contained herein shall impose absolute liability for damages to the Common Property on the Owners.

2. Residences. Any Owner whose Residence is destroyed or damaged by fire or other casualty shall immediately proceed to rebuild and restore his Residence to the conditions existing immediately prior to such damage or destruction, unless other plans are approved in accordance with the provisions of Article VIII above. Provided, however, if the damage is so extensive that the Owner determines not to rebuild the Residence, the Owner may remove all remaining improvements and debris and sod the Lot. In such event, all obligations for landscaping on the part of Owner shall remain in effect.

X.

ASSOCIATION LIABILITY

A. Disclaimer of Liability. Notwithstanding anything contained in this Declaration, in the Articles or Bylaws, or in any other document governing or binding the Association (collectively, "Association Documents"), neither Developer nor the Association shall be liable or responsible for, or shall be deemed in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant, or user of any portion of the Property, including, without limitation, Owners, occupants, tenants, and their families, guests, invitees, agents, servants, contractors or subcontractors, nor for any property of such persons.

B. Specific Provisions. Without limiting the generality of the foregoing:

1. It is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern and regulate the use of the Property have been written and are to be interpreted and enforced for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof.
2. Neither Developer nor the Association is empowered, nor have they have been created, to act as an entity which enforces or insures compliance with the laws of the United States of America, the State of Florida, the County, or any other jurisdiction, or prevents tortious or criminal activities.
3. The provisions of the Association Documents setting forth the uses of Assessments which may relate to health, safety, or welfare shall be attributed and implied only as limitations on the usage of such funds, and not as creating an

obligation of the Association or Developer to protect the health, safety or welfare of any persons.

C. Owner Covenant. Each Owner, for himself and his heirs, legal representatives, successors and assigns (by virtue of his acceptance of title of his Lot), and every other person or entity having an interest in or a lien upon, or making use of, any portion of the Property (by virtue of accepting such interest or lien or making use thereof), shall be bound by this Article and shall be deemed to automatically waive all rights, claims, demands, and causes of action against the Association or Developer arising from or connected with any act or omission for which the liability of the Association or Developer has been described in this Article.

XI.

PROPERTY SUBJECT TO THIS  
DECLARATION AND ANNEXATIONS THERETO

A. Existing Property. The Property as defined in paragraph I(A)(25) is the land which is initially subject to this Declaration. Contemporaneously with the recording of this Declaration, a Supplemental Declaration is being recorded which will specifically govern the occupation and use of Parcel 4, Phases 1 and 2 and two Supplemental Declarations are being recorded which will specifically govern the occupation and use of Parcel 5, Phase 1.

B. Annexation.

1. By Developer. Developer shall have the right, but not the obligation, for a period of thirty (30) years after the date of recording this Declaration, from time to time and within its sole discretion, without the consent of any Owner or Institutional Mortgagee, to annex all or any portion of the Additional Property or other parcels now or hereafter acquired by it, as well as parcels of land owned by others, with their consent and joinder.

2. By Association. Alternatively, any portion of West Meadows which may from time to time be owned by the Association may be annexed to the Property by recording a Supplemental Declaration executed by the President of the Association and the Owner of the land to be annexed.

C. Supplemental Declaration. Any such additions shall be made by the filing of record of one or more Supplemental Declarations with respect to the portion of the lands to be annexed. A Supplemental Declaration may contain any additions to or modifications of the provisions hereof applicable to the property to be annexed as may be necessary, in Developer's judgment, to reflect the different character, if any, of such land that is the subject of the Supplemental Declaration, including, without limitation, any differences in the method or level of Assessments to be levied upon such property, taking into account the different nature or amount of services to be rendered to its Owners by the Association and any Neighborhood Common Property. A Supplemental Declaration shall become effective upon being recorded in the public records of the County.

D. Effect of Annexation. In the event that any portion of the Additional Property is annexed to the Property pursuant to the provisions of this Article XI, upon recording of the Supplemental Declaration, (a) such Additional Property shall be considered within the definition of the term "Property" for all purposes of this Declaration, and (b) all voting of each class of membership of the Association and all voting by the Owners hereunder shall be aggregated. Provided further, until any land is subjected to the terms of this Declaration by recording a Supplemental Declaration all such land may be conveyed, transferred, held, occupied and mortgaged free and clear of the terms and conditions hereof.

E. Withdrawal of Property. At any time Developer may determine in its sole discretion to withdraw any portion of the Property owned by it from the terms and conditions of this Declaration by recording a Declaration of Withdrawal, executed by the Developer and no further consent of any Owners or Mortgagees shall be required.

## XII. GENERAL TERMS

A. Duration. This Declaration, as amended and supplemented from time to time, shall run with and bind the Property, and shall inure to the benefit of and be binding upon Developer, the Association, the Owners, and their respective legal representatives, heirs, successors or assigns, for a term of forty (40) years from the date of this Declaration is recorded in the public records of the County, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each, unless an instrument or instruments signed by the then Owners of seventy five percent (75%) of the Lots subject to this Declaration is recorded in the public records of the County, agreeing to terminate all of said provisions as of a specified date. Unless this Declaration is terminated as provided above, the Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

B. Condemnation. In the event all or part of the Common Property owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such Property. The damages from such condemnation shall be applied to repair and reconstruction of the improvements. If the improvements can not be repaired or restored the damages shall be deposited in Association account and be used as approved by the Board.

C. Notices. Any notice required to be sent to the Owner of any Lot under the provisions of this Declaration shall be deemed to have been properly sent when hand delivered or mailed, postage prepaid, to the Lot and to the last known address of the person who appears as Owner of such Lot on the records of the Association at the time of such mailing, if different.

**D. Enforcement of Covenants.** If any person, firm, corporation, trust, or other entity shall violate or attempt to violate any of the covenants or restrictions set forth in this Declaration, it shall be lawful for Developer, the Association, or any Owner: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction; or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing or enjoining all or any such violations or attempted violations. In addition to all other remedies, the Board of Directors shall have the authority, in its sole discretion, to impose a fine or fines upon any Owner for failure of the Owner, his family, guests, invitees, tenants, or occupants, to comply with any covenant, restriction, rule, or regulation contained in this Declaration, the Articles, or the Bylaws, provided the following procedures are adhered to:

1. The Association shall notify the Owner or occupant of the infraction(s) and the date and time of a meeting which shall be at least fourteen (14) days from the date of notice. The Owner shall meet with a committee appointed by the Board which committee is composed of three (3) Owners who are not officers, directors or employees of the Association.
2. At such meeting, the committee shall be presented with the infraction(s) and shall give the Owner or occupant the opportunity to present reasons why penalties should not be imposed. A written decision of the committee shall be provided to the Owner or occupant within twenty one (21) days after the date of the meeting.
3. If approved by the committee, the Board of Directors may impose fines against the applicable Lot of up to Fifty Dollars (\$50.00) per incident. The maximum permitted fine may be increased from time to time by the Board of Directors, as permitted by applicable statutes.
4. Each incident which is grounds for a fine shall be the basis for a separate fine. In case of continuing violations, each continuation after notice is given shall be deemed a separate incident.
5. Fines shall be paid within thirty (30) days after the receipt of notice of their imposition.
6. All monies received from fines shall be allocated as directed by the Board of Directors.
7. The imposition of a fine shall not be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may otherwise be entitled, including without limitation the right to impose a Lot Assessment; however, any fine paid by the Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant. The limitations on fines in this

paragraph does not apply to suspensions or fines arising from failure to pay Assessments.

The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Developer, the Association, or any Owner, or their respective successors or assigns, to enforce any covenant, restriction, obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall not be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

E. Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of all genders includes all genders; the use of the terms "including" or "include" is without limitation; and the use of the terms "will", "must", and "should" shall have the same effect as the use of the term "shall". Wherever any time period is expressed in days, if such time period ends 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. The terms "Lot" and "Property" mean all or any portion applicable to the context, and include all improvements, fixtures, trees, vegetation, and other property from time to time situated thereon, and the benefit of all appurtenant easements. The terms of this Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate their purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a uniform and consistent plan for the development and enjoyment thereof. Headings and other textual divisions are for convenience only and are not to be used to interpret, construe, apply, or enforce any substantive provisions. The provisions of this subparagraph apply also to the interpretation, construction, application, and enforcement of all the Association Documents.

F. Invalidity. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the balance of the Declaration which shall remain in full force and effect.

G. Rules and Regulations. All Owners shall comply with the rules and regulations adopted and amended from time to time by the Board of Directors, the ACC and this Declaration. Such rules and regulations shall be for the purpose of elaboration and administration of the provisions of this Declaration and shall relate to the overall development of the Property, and shall not in any way diminish the powers of self-government of the Association.

H. Litigation. No judicial or administrative proceedings shall be commenced or prosecuted by the Association unless the same is approved by a vote or written consent of the Owners of seventy five percent (75%) of the Lots subject to this Declaration. This paragraph shall not apply, however, to: (a) actions brought by the Association to enforce and provisions of this Declaration (including, without limitation, foreclosure of lien), (b) imposition of Assessments as provided herein, (c) proceedings involving challenges, to any taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. Notwithstanding

the provisions of this Paragraph, this Paragraph shall not be amended unless such Amendment is approved by Developer or is approved by the percentage vote pursuant to the same procedures as are necessary to institute proceedings and provided above.

I. Amendment. This Declaration may be amended at any time by an instrument signed by the President or Vice President and the Secretary or Assistant Secretary of the Association, certifying that such amendment has been adopted in accordance with paragraph II(B)(3). The amendment shall become effective upon its filing in the public records of the County. Provided, however, that:

1. As long as Developer is an Owner of any Lot, no amendment shall become effective without the written consent of Developer.
2. Until Turnover, any amendments to this Declaration (including, without limitation, any amendment which results in the annexation of additional lands into the Property, the merger or consolidation of the Association with any other property owners association, the dedication of any part of the Common Property for public use, and the conveyance, mortgaging, or encumbrance of any part of the Common Property) must have prior written approval of the FHA or VA in accordance with HUD regulations, if the FHA or VA is the insurer of any Mortgage encumbering a Lot.
3. Developer specifically reserves the absolute and unconditional right (subject only to FHA or VA approval as set forth above, if required), so long as it owns any of the Property, to amend this Declaration without the consent or joinder of any party: (i) to conform to the requirements of any holder of a Mortgage; (ii) to conform to the requirements of title insurance companies; (iii) to conform to the requirements of any governmental entity having control or jurisdiction over the Property; (iv) to clarify the provisions of this Declaration; or (v) in such other manner as Developer may deem necessary or convenient.

Amendments to the Articles and Bylaws shall be made in accordance with the requirements of the Articles and Bylaws and need not be recorded in the public records of the County.

J. Rights of Mortgagees. All Mortgagees shall have the following rights:

1. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect current copies of the Association Documents and the books, records and financial statements of the Association.
2. Upon written request to the Secretary of the Association, to receive copies of the annual financial statements for the immediately preceding fiscal year of the Association, provided, however, the Association may make a reasonable, uniform charge to defray its costs incurred in providing such copies.

3. To designate a representative to attend all meetings of the Members of the Association, who shall be entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting, but in no event shall be entitled to vote thereon.
4. By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee established from time to time by the Association to defray its costs, to receive: (i) any notice that is required to be given to the Class A Members under any provision of the Association Documents; (ii) written notice of any condemnation or casualty loss affecting a material portion of the Property or any Lot encumbered by its Mortgage; (iii) any sixty (60) day delinquency in the payment of Assessment Charges imposed upon any Lot encumbered by its Mortgage; (iv) the lapse, cancellation, or material modification of any insurance coverage or fidelity bond maintained by the Association; and (v) any proposed action requiring the consent of a specified percentage of Mortgagees.

K. Legal Fees and Costs. The prevailing party in any dispute arising out of the subject matter of this Declaration or its subsequent performance shall be entitled to reimbursement of its costs and attorney's fees, whether incurred before or at trial, on appeal, in bankruptcy, in post-judgment collection, or in any dispute resolution proceeding, and whether or not a lawsuit is commenced.

L. Law to Govern. This Declaration shall be governed by and construed in accordance with the laws of the State of Florida, both substantive and remedial.

M. Tax Deeds and Foreclosure. All provisions of the Declaration relating to a Lot which has been sold for taxes or special assessments survive and are enforceable after the issuance of a tax deed or upon a foreclosure of an Assessment, a certificate or lien, a tax deed, tax certificate or tax lien, to the same extent that they would be enforceable against a voluntary grantee of title before such transfer.

N. Assignment of Developer Rights. Developer may assign all or only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed to be the Developer but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a nonexclusive basis. In addition, in the event that any person or entity obtains title to Property owned by Developer as a result of foreclosure or deed in lieu thereof, such person or entity may elect to become the Developer by written election recorded in the public records of the County, and regardless of the exercise of such election, such person or entity may appoint the Developer or assign any rights of Developer to any other party which acquires title to all or any portion of the Property by written appointment recorded in the public records of the County. In any event, no subsequent Developer shall be liable for any actions

or defaults of, or obligations incurred by, any prior Developer, except as the same may be expressly assumed by the subsequent Developer.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed in its name, the day and year first above written.

Signed, sealed and delivered in the presence of:

ATLANTIC GULF OF TAMPA, INC

[Signature]  
Print Name GLENN MARON

By: [Signature]  
Print Name J. THOMAS GILLETTE III  
Its President

[Signature]  
Print Name MARY ANN LOCKHART

STATE OF FLORIDA

COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of November, 1996, by J. Thomas Gillette as the President of Atlantic Gulf of Tampa, Inc., a Florida corporation, for and on behalf of said corporation. He is personally known to me and did not take an oath.

[Signature]  
Notary Public, State of Florida  
Print Name SHARON A. HUDSON  
My commission expires: 12/11/99  
Commission No.: CC499074



SHARON A. HUDSON  
My Comm Exp. 12/11/99  
Bonded By Service Ins  
No. CC499074  
 Personally Known     Other I.D.

WEST MEADOWS PARCEL 4 PHASES 1 & 2  
(PLAT)

DESCRIPTION: A parcel of land lying in Section 12, Township 27 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Southwest corner of said Section 12, run thence along the South boundary of said Section 12, S.89°59'43"E., 884.04 feet to the POINT OF BEGINNING; thence N.00°00'17"E., 506.94 feet; thence N.25°09'00"W., 542.83 feet; thence N.11°42'34"E., 456.29 feet to a point on a curve, on the Southerly right-of-way line of NEW TAMPA BOULEVARD, as recorded in Official Record Book 8357, Page 1937, Public Records of Hillsborough County, Florida; thence along said Southerly right-of-way line of NEW TAMPA BOULEVARD, the following four (4) courses: 1) Easterly, 243.98 feet along the arc of a curve to the left having a radius of 5075.00 feet and a central angle of 02°45'16" (chord bearing S.79°40'04"E., 243.96 feet) to a point of tangency; 2) S.81°02'42"E., 425.00 feet to a point of curvature; 3) Easterly, 644.68 feet along the arc of a curve to the right having a radius of 4925.00 feet and a central angle of 07°30'00" (chord bearing S.77°17'42"E., 644.22 feet) to a point of tangency; 4) S.73°32'42"E., 238.96 feet; thence S.16°27'18"W., 1173.99 feet to a point on the aforesaid South boundary of Section 12; thence along said South boundary of Section 12, N.89°59'43"W., 1046.85 feet to the POINT OF BEGINNING.

Containing 39.785 acres, more or less.

AGC-WM-022  
WP-???;WM4-12P  
VR  
WFS

December 28, 1995  
November 20, 1996

WEST MEADOWS PARCEL "5" PHASE 1  
(Plat)

DESCRIPTION: A parcel of land lying in Sections 11 and 12, Township 27 South, Range 19 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Southwest corner of said Section 12, run thence along the West boundary of said Section 12, N.00°56'05"E., 1795.22 feet to a point on the Northerly right-of-way line of NEW TAMPA BOULEVARD, as recorded in Official Record Book 8357, Page 1937, Public Records of Hillsborough County, Florida, said point also being the POINT OF BEGINNING; thence along said Northerly right-of-way line, N.73°32'42"W., 138.59 feet; thence N.22°27'18"E., 798.64 feet; thence N.16°15'45"E., 22.22 feet; thence N.28°15'27"E., 57.96 feet; thence N.45°32'26"E., 50.30 feet; thence N.25°00'00"E., 463.08 feet; thence S.42°00'00"E., 360.04 feet; thence N.48°00'00"E., 94.39 feet; thence S.42°00'00"E., 224.64 feet; thence S.81°00'00"E., 26.95 feet; thence S.09°00'00"W., 146.79 feet; thence S.86°42'06"E., 44.77 feet; thence N.87°17'46"E., 49.00 feet; thence S.74°49'25"E., 47.19 feet; thence S.83°08'44"E., 47.05 feet; thence S.79°12'50"E., 77.08 feet; thence S.62°37'19"E., 42.75 feet; thence S.63°40'42"E., 44.92 feet; thence S.59°04'06"E., 44.98 feet; thence N.61°08'29"E., 40.33 feet; thence S.56°00'00"E., 142.95 feet; thence N.34°00'00"E., 415.00 feet to a point of curvature; thence Northerly, 39.27 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.11°00'00"W., 35.36 feet); thence N.34°00'00"E., 50.00 feet to a point on a curve; thence Easterly, 39.27 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.79°00'00"E., 35.36 feet) to a point of tangency; thence N.34°00'00"E., 220.79 feet; thence S.56°00'00"E., 60.00 feet; thence N.65°00'00"E., 114.50 feet; thence S.88°00'00"E., 50.43 feet; thence N.76°34'46"E., 432.19 feet; thence S.04°30'04"E., 22.40 feet; thence S.47°19'16"E., 64.58 feet; thence S.39°59'31"E., 17.51 feet; thence S.14°44'29"E., 64.96 feet; thence S.29°24'44"W., 29.96 feet; thence S.21°15'40"E., 1.52 feet; thence N.89°59'50"E., 1119.40 feet; thence S.33°30'00"W., 2120.23 feet to a point on the aforesaid Northerly right-of-way line of NEW TAMPA BOULEVARD, the following five (5) courses: 1) N.73°32'42"W., 453.60 feet to a point of curvature; 2) Westerly, 664.32 feet along the arc of a curve to the left having a radius of 5075.00 feet and a central angle of 07°30'00" (chord bearing N.77°17'42"W., 663.84 feet) to a point of tangency; 3) N.81°02'42"W., 425.00 feet to a point of curvature; 4) Westerly, 644.68 feet along the arc of a curve to the right having a radius of 4925.00 feet and a central angle of 07°30'00" (chord bearing N.77°17'42"W., 644.22 feet) to a point of tangency; 5) N.73°32'42"W., 366.63 feet to the POINT OF BEGINNING.

Containing 97.837 acres, more or less.

AGC-WM-042  
WP-130.00:WM51-P  
VR  
WFS

March 11, 1990  
November 20, 1990

## EXHIBIT "C"

DESCRIPTION: A parcel of land lying in Sections 10, 11, and 12 Township 27 South, Range 19 East, Hillsborough County, Florida and being more particularly described as follows:

BEGINNING at the Southwest corner of said Section 12, run thence along the South boundary of said Section 12, S.89°59'43"E., 884.04 feet to the Southwest corner of (proposed) West Meadows Parcel "4" Phases 1 and 2; thence along the West boundary of said (proposed) West Meadows Parcel "4" Phases 1 and 2 the following three (3) courses: 1) N.00°00'17"E., 506.94 feet; 2) N.25°09'00"W., 542.83 feet; 3) N.11°42'34"E., 456.29 feet to a point on a curve on the Southerly right-of-way line of New Tampa Boulevard as recorded in Official Record Book 8357, Page 1937, Public Records of Hillsborough County, Florida; thence along said Southerly right-of-way line the following three (3) courses: 1) Westerly, 420.33 feet along the arc of a curve to the right having a radius of 5075.00 feet and a central angle of 04°44'44" (chord bearing N.75°55'04"W., 420.21 feet) to a point of tangency; 2) N.73°32'42"W., 1305.00 feet to a point of curvature; 3) Westerly, 177.14 feet along the arc of a curve to the left having a radius of 2925.00 feet and a central angle of 03°28'11" (chord bearing N.75°16'48"W., 177.11 feet) to the Southwest corner of said New Tampa Boulevard; thence along the West boundary of said New Tampa Boulevard, N.12°59'07"E., 150.00 feet to a point on a curve on the Northerly right-of-way line of said New Tampa Boulevard; thence along said Northerly right-of-way line the following two (2) courses; 1) Easterly, 186.22 feet along the arc of said curve to the right having a radius of 3075.00 feet and a central angle of 03°28'11" (chord bearing S.75°16'48"E., 186.19 feet) to a point of tangency; 2) S.73°32'42"E., 799.78 feet to the Southwest corner of (Proposed) West Meadows Parcel "5" Phase 1; thence along the Westerly and Northerly boundaries of said (Proposed) West Meadows Parcel "5" Phase 1 the following thirty-six (36) courses: 1) N.22°27'18"E., 798.64 feet; 2) N.16°15'45"E., 22.22 feet; 3) N.28°15'27"E., 57.96 feet; 4) N.45°32'26"E., 50.30 feet; 5) N.25°00'00"E., 463.08 feet; 6) S.42°00'00"E., 360.04 feet; 7) N.48°00'00"E., 94.39 feet; 8) S.42°00'00"E., 224.64 feet; 9) S.81°00'00"E., 26.95 feet; 10) S.09°00'00"W., 146.79 feet; 11) S.86°42'06"E., 44.77 feet; 12) N.87°17'46"E., 49.00 feet; 13) S.74°49'25"E., 47.19 feet; 14) S.83°08'44"E., 47.05 feet; 15) S.79°12'50"E., 77.08 feet; 16) S.62°37'19"E., 42.75 feet; 17) S.63°40'42"E., 44.92 feet; 18) S.59°04'06"E., 44.98 feet; 19) N.61°08'29"E., 40.33 feet; 20) S.56°00'00"E., 142.95 feet; 21) N.34°00'00"E., 415.00 feet to a point of curvature; 22) Northerly, 39.27 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.11°00'00"W., 35.36 feet); 23) N.34°00'00"E., 50.00 feet to a point on a curve; 24) Easterly, 39.27 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.79°00'00"E., 35.36 feet) to a point of tangency; 25) N.34°00'00"E., 220.79 feet; 26) S.56°00'00"E., 60.00 feet; 27)

N.65°00'00"E., 114.50 feet; 28) S.88°00'00"E., 50.43 feet; 29) N.76°34'46"E., 432.19 feet; 30) S.04°30'04"E., 22.40 feet; 31) S.47°19'16"E., 64.58 feet; 32) S.39°59'31"E., 17.51 feet; 33) S.14°44'29"E., 64.96 feet; 34) S.29°24'44"W., 29.96 feet; 35) S.21°15'40"E., 1.52 feet; 36) N.89°59'50"E., 1119.49 feet; thence N.33°29'13"E., 346.33 feet; thence N.17°09'53"W., 2049.54 feet; thence along a line lying 81.34 feet South of and parallel with the North boundary of the aforesaid Section 12, S.89°59'50"W., 3183.00 feet; thence along a line lying 81.34 feet South of and parallel with the North boundary of the aforesaid Section 11, N.89°50'32"W., 5362.88 feet to a point on the West boundary of said Section 11; thence along said West boundary S.00°07'58"W., 2567.51 feet to the Northeast corner of the Southeast 1/4 of the aforesaid Section 10; thence along the North boundary of said Southeast 1/4 of Section 10, N.89°09'27"W., 285.57 feet to a point on the Northeasterly limited access right-of-way line of Interstate Highway No.75 as recorded in Official Record Book 3613, Page 909, Public Records of Hillsborough County, Florida; thence along said Northeasterly limited access right-of-way line, S.31°10'21"E., 3106.93 feet to a point on the South boundary of the aforesaid Section 11; thence along said South boundary, S.89°45'19"E., 3960.88 feet to the POINT OF BEGINNING.

Containing 821.515 acres, more or less.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

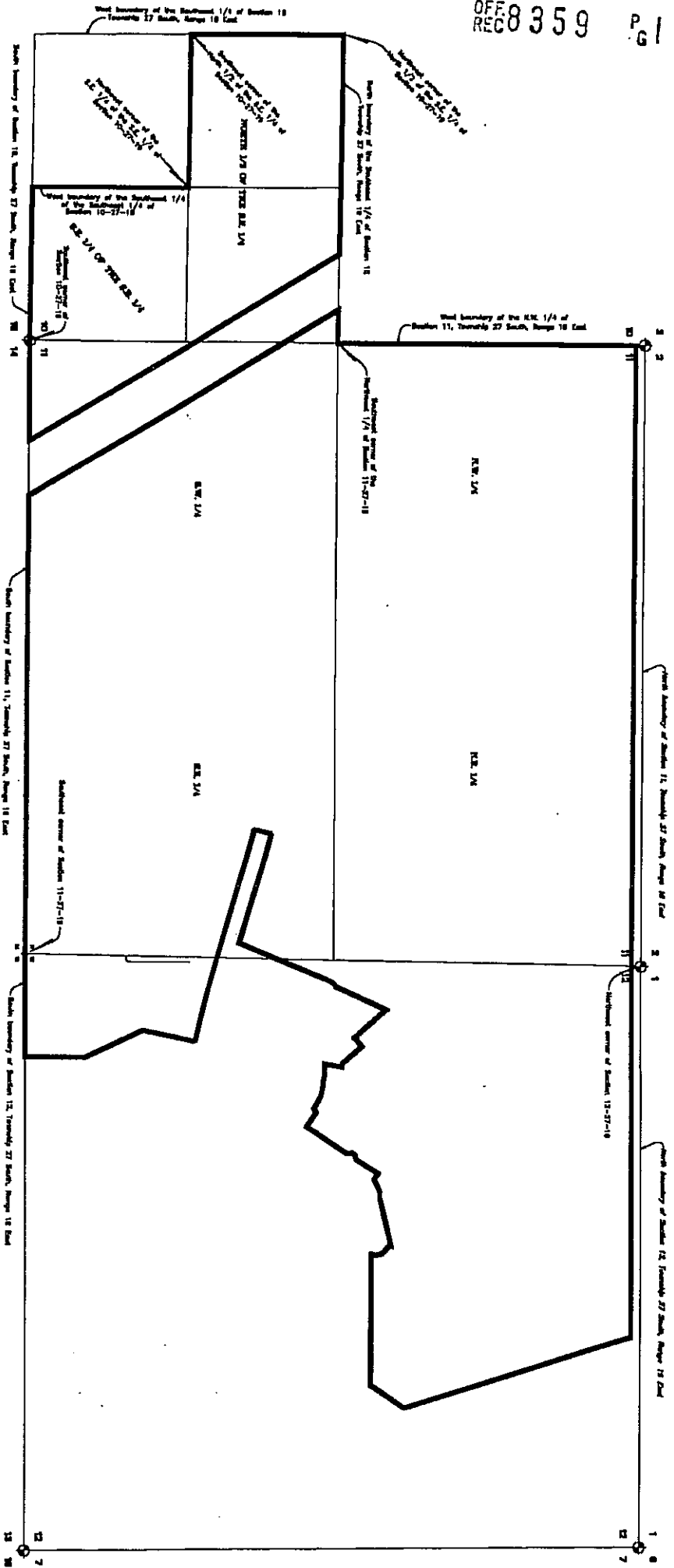
DESCRIPTION: A parcel of land lying in the Southeast 1/4 of Section 10, Township 27 South, Range 19 East, and the Southwest 1/4 of Section 11, Township 27 South, Range 19 East, Hillsborough County, Florida, and being more particularly described as follows:

BEGINNING at the Southeast corner of Section 10, Township 27 South, Range 19 East, Hillsborough County, Florida and run thence N.89°15'19"W., 1314.38 feet along the South boundary of said Section 10 to the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 10; thence N.00°09'19"W., 1325.52 feet along the West boundary of said Southeast 1/4 of the Southeast 1/4 of Section 10 to the Northwest corner thereof; thence N.89°12'55"W., 1320.98 feet along the South boundary of the Northwest 1/4 of the Southeast 1/4 of said Section 10 to the Southwest corner thereof; thence N.00°26'39"W., 1326.85 feet along the West boundary of said Northwest 1/4 of the Southeast 1/4 of Section 10 to the Northwest corner thereof; thence S.89°09'27"E., 1893.53 feet along the North boundary of the Southeast 1/4 of said Section 10 to the Westerly right-of-way line of the Frontage Road of Interstate 75 (State Road No. 93-A); thence along said Westerly Frontage Road right-of-way the following five (5) courses: 1) S.31°10'21"E., 513.26 feet; 2) S.58°49'39"W., 5.00 feet; 3) S.31°10'21"E., 700.00 feet; 4) N.58°49'39"E., 5.00 feet; 5) thence S.31°10'21"E., 1899.49 feet to the South boundary of said Section 11; thence N.89°45'19"W.,

855.53 feet along the South boundary of said Section 11 to the POINT OF BEGINNING.

Containing 123.504 acres, more or less.

ALTOGETHER CONTAINING 945.019 ACRES MORE OR LESS.



12  
F

Prepared by and return to:  
James H. Shimberg, Jr., Esquire  
Holland & Knight  
400 North Ashley Drive, Suite 2050  
Tampa, Florida 33602

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
WEST MEADOWS**

1997 JAN 17 PM 4: 34

97013626

**THIS AMENDMENT TO DECLARATION** is made this 5<sup>th</sup> day of December, 1996, by **ATLANTIC GULF OF TAMPA, INC.**, a Florida corporation, hereinafter referred to as "Developer," who recites and provides:

A. Developer has subjected certain lands to the Declaration of Covenants, Conditions, Restrictions and Easements for West Meadows, recorded in Official Records book 8359, Page 1515, of the Public Records of Hillsborough County, Florida ("Declaration").

B. Pursuant to Paragraph XII(I)(3) of the Declaration, Developer has reserved the absolute and unconditional right to, among other things, clarify the provisions of the Declaration or amend the Declaration in such manner as Developer may deem necessary or convenient so long as it owns any of the Property.

C. On the date of this Amendment, Developer continues to own substantially all of the Property.

D. Attached to the Declaration as Exhibit D is a copy of Articles of Incorporation of West Meadows Property Owners Association, Inc. that were subsequently revised to correct inconsistencies or errors in Articles VI, IX, X and XII prior to their filing with the Secretary of State.

E. Developer desires to amend the Declaration to replace the Articles of Incorporation originally attached to and made a part of the Declaration with the corrected Articles of Incorporation.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, Developer hereby declares as follows:

1. Defined Terms. The capitalized terms used in this Amendment shall have the meanings attributed to them in the Declaration.

2. Replacement of Articles. The Articles of Incorporation of West Meadows Property Owners Association, Inc., as attached and incorporated into the Declaration as Exhibit D, are hereby replaced in their entirety with the Articles of Incorporation of West Meadows Property Owners Association, Inc. attached to this Amendment as Schedule 1 and made a part hereof.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to the Declaration to be executed in its name, the day and year first above written.

Signed, sealed and delivered in the presence of:

ATLANTIC GULF OF TAMPA, INC.

Mary Ann Lockamy  
Print Name MARY ANN LOCKAMY

By: [Signature]  
J. Thomas Gillette, III, as its President

[Signature]  
Print Name GLENN MARVIN

STATE OF FLORIDA

COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of December, 1996, by J. Thomas Gillette, III, as the President of Atlantic Gulf of Tampa, Inc., a Florida corporation, for and on behalf of said corporation. He is personally known to me and did not take an oath.

Sharon A. Hudson  
Notary Public, State of Florida  
Print Name SHARON A. HUDSON  
My commission expires: 12/11/99  
Commission No.: CC 499074

TPA2-388808.1



SHARON A. HUDSON  
My Comm Exp. 12/11/99  
Bonded By Service Ins  
No. CC499074  
 Personally Known  Other I. B.

CURRENT  
SECRET FILED  
DI. SECRETARY OF STATE  
97 JAN 15 AM 11:37

**ARTICLES OF INCORPORATION  
OF  
WEST MEADOWS PROPERTY OWNERS ASSOCIATION, INC.**

In compliance with the laws of the State of Florida, the undersigned do hereby voluntarily associate for the purpose of forming a corporation not-for-profit for the purposes and with powers set forth herein. All capitalized terms set forth herein, to the extent not defined herein, shall have the meanings set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for West Meadows recorded in Official Records Book 8359, page 1515, of the current public records of Hillsborough County, Florida, as it may be modified and supplemented from time to time ("Declaration").

ARTICLE I. NAME

The name of the corporation is WEST MEADOWS PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association."

ARTICLE II. REGISTERED AGENT AND OFFICE

The name and address of the Registered Agent of the Association is:

Joel K. Goldman  
2601 South Bayshore Drive  
Miami, Florida 33133-5416

ARTICLE III. PRINCIPAL OFFICE

The principal office of the Association shall be located at 2601 South Bayshore Drive, Miami, Florida 33133; but the Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

ARTICLE IV. PURPOSE AND POWERS

The Association does not contemplate pecuniary gain or profit to its Members. The specific purposes for which it is formed are to operate as a corporation-not-for-profit pursuant to Chapter 617, Florida Statutes and to provide for the maintenance, preservation and architectural control of all Improvements on the Property and the Common Property, all within that certain tract of land described in the Declaration ("Property"), as such is supplemented from time to time, all for the mutual advantage and benefit of the Members of this Association, who shall be the Owners of the Lots. For such purposes, the Association shall have and exercise the following authority and powers:

- A. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time as therein provided, as well as in the provisions of these Articles and the Bylaws. The Declaration is incorporated herein by this reference as if set forth in detail.
- B. To fix, levy, collect and by any lawful means enforce payment of all Assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.
- C. To acquire, by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property or any improvements thereon in connection with the affairs of the Association.
- D. To borrow money and to mortgage, pledge or hypothecate any and all of the Association's real or personal property as security for money borrowed or debts incurred.
- E. To dedicate, sell or transfer all or any part of the Common Property to any public agency, authority or utility.
- F. To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes.
- G. To make, establish and amend reasonable rules and regulations governing the use of the Lots and Common Property.
- H. To maintain, repair, replace, operate and manage the Common Property.
- I. To employ personnel, agents or independent contractors to perform the services required for the proper operation of the Common Property.
- J. To exercise architectural control over Improvements within the Property pursuant to the rights granted to the Association in the Declaration.
- K. To have and to exercise any and all powers, rights and privileges which a corporation organized under the law of the State of Florida may now or hereafter have or exercise.

All of the Association's assets and earnings shall be used exclusively for the purposes set forth herein and in accordance with Section 528 of the Internal Revenue Code of 1986, as

amended ("Code"), and no part of the assets of this Association shall inure to the benefit of any individual Member or any other person. The Association may, however, reimburse its Members for actual expenses incurred for or on behalf of the Association, and may pay compensation in a reasonable amount to its Members for actual services rendered to the Association, as permitted by Section 528 of the Code, other applicable provisions of the Code, federal and state law. In addition, the Board of Directors shall also have the right to exercise the powers and duties set forth in the Bylaws.

#### ARTICLE V. MEMBERSHIP

A. Every person or entity who is record owner of a fee or undivided fee interest in any Lot, including Atlantic Gulf of Tampa, Inc., a Florida corporation ("Developer") and contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

B. The transfer of the membership of any Owner shall be established by the recording in the public records of Hillsborough County of a deed or other instrument establishing a transfer of record title to any Lots for which membership has already been established. Upon such recordation the membership interest of the transferor shall immediately terminate. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer of membership until such time as the Association receives a copy of the deed or other instrument establishing the transfer of ownership of the Lot. It shall be the responsibility and obligation of the former and new Owner of the Lot to provide such copy to the Association.

C. The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Lot owned by such Member.

#### ARTICLE VI. VOTING RIGHTS

A. The Association shall have two (2) classes of voting Members, as follows:

1. Class A. Class A Members shall be all Owners, with the exception of Developer while the Class B Membership exists. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members; however, the vote for such Lot shall be exercised as they shall determine among themselves, but in no event shall more than one vote be cast with respect to any Lot. Until Turnover, the Class B Member shall have the sole voting rights, after Turnover, the Class A Members may vote for the Board of Directors and to approve or disapprove Major and Minor Amendments, as hereinafter provided.

2. Class B. The Class B Member shall be Developer and shall be entitled to the sole right to vote in Association matters until the occurrence of the earlier of the following events ("Turnover"):
  - a. Three (3) months after ninety percent (90%) of the Lots in the Property that will ultimately be operated by the Association have been conveyed to Class A Members.
  - b. Such earlier date as Developer, in its sole discretion, may determine in writing.

B. Major Amendments. After Turnover, the Members of the Association are specifically required to approve the following amendments or changes by the approval of a majority of all votes in the Association:

1. Amendments of the Declaration
2. Amendments of the Articles
3. Dissolution of the Association

The foregoing amendments or changes are hereinafter referred to as "Major Amendments".

In order to approve any of the foregoing Major Amendments, such amendment or change must first be approved by a majority of the Board of Directors. The Board shall then cause the secretary to give notice of a meeting to be held no sooner than thirty (30) days after the notice, which notice shall state the time, date and place of the meeting and shall state the proposed Major Amendments. The notice shall also enclose a proxy designation and a written ballot form. Each Member may cast the one ballot for the Lot prior to the meeting or may designate a proxy to cast its vote prior to or at the meeting.

The proposed Major Amendment shall be deemed approved if a majority of all votes of all Members entitled to vote approve the proposed Major Amendment. If a majority of votes is not obtained either approving or disapproving the Major Amendment, then the Board may, but is not required to send a notice requesting all Members who did not vote to cast their ballot approving or disapproving the Major Amendment and unless the Association receives a majority of all votes approving the Major Amendment within thirty (30) days of the meeting, the Major Amendment shall be deemed disapproved. In the event that a proposal is made to amend a Supplemental Declaration which encumbers only specific property and does not affect the rights or obligations of Owners not subject to such Supplemental Declaration, then an amendment to such Supplemental Declaration shall be made if approved by the majority of all the votes of Members subject to such Supplemental Declaration.

C. Minor Amendments. After Turnover the Members are required to approve the following actions or amendments by a majority of all votes cast, whether in person or by proxy:

1. Increases in Assessment in excess of fifteen percent (15%) in any one year.
2. Levying of Special Assessments.
3. Merger or consolidation of the Association.
4. Dedication or conveyance of Common Property (excluding the grant of an easement, license or use right for a utility, or other public purpose which may be granted upon approval of the Board of Directors.)
5. Change in use of reserves.

The foregoing amendments or charges are hereinafter collectively referred to as "Minor Amendments".

In order to approve any of the foregoing Minor Amendments, such Minor Amendments must first be approved by a majority of the Board of Directors. The Board shall then cause the secretary to give notice of a meeting to be held no sooner than thirty (30) days after the notice, which notice shall state the proposed Minor Amendment. The notice shall also enclose a proxy designation and a written ballot form. Each Member may cast the one ballot for the Lot prior to or at the meeting or may designate a proxy to cast the ballot prior to or at the meeting.

The Minor Amendment shall be approved or disapproved by the majority of votes cast at or before the meeting, in person, by proxy or written ballot, provided that there are at least thirty percent (30%) of the votes cast in person, by proxy, or by written ballot.

D. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Proxies shall be dated, state the date, time, and place of the meeting for which it was given and be signed by the person authorized to give the proxy. A proxy may permit the holder to appoint in writing a substitute holder. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. A proxy is not valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the Member who executes it. Proxies need not be notarized.

E. Waiver and Consent. Whenever the vote of Members at a meeting is required or permitted, the meeting and vote may be dispensed with if the applicable percentage of the Members who would have been required to vote upon the action if such meeting were held, shall consent in writing to such action being taken. Any such consent shall be distributed in accordance with the rules and regulations adopted by the Board of Directors and an executed copy shall be placed in the minute book.

F. Mergers.

1. By Developer. Developer shall have the right, but not the obligation, until Turnover, from time to time, within its sole discretion, to merge or consolidate this Association with any other property owners association. Notwithstanding the foregoing, until

Turnover, such merger or consolidation must have the prior written approval of the Veterans Administration ("VA") and Federal Housing Administration ("FHA") in accordance with the regulations of the U.S. Department of Housing and Urban Development ("HUD"), if the FHA or VA is the insurer of any Mortgage encumbering a Lot.

2. By Owners. After Turnover, the Association may be merged with another association with the approval required in subparagraph VI(C).

3. Effect. Upon a merger or consolidation of the Association with another property owners association, the Association's Common Property, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or alternatively, the Property, rights and obligations of another property owners association may, by operation of law, be added to the Common Property, rights and obligations of the Association, as a surviving corporation pursuant to a merger. To the greatest extent practicable, the surviving or consolidated property owners association shall administer the covenants, conditions, easements and restrictions established by this Declaration within the Property, together with any surviving covenants and restrictions established upon any other properties as one scheme, but with such differences in the method or level of Assessments to be levied upon the Property and the other properties as may be appropriate, taking into account the different nature or amount of services to be rendered to the owners thereof by the surviving or consolidated association. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration, except as expressly adopted in accordance with the terms hereof.

#### ARTICLE VII. - BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors, who shall be Members of the Association, provided, however, that until Turnover, the Directors need not be Members of the Association. The number of Directors of the Association shall be not less than three (3) nor more than seven (7). The names and addresses of the persons who are to act in the initial capacity of Directors until the selection and qualification of their successors are:

##### Name and Address

Harry Lerner	15310 Amberly Drive, Suite 220 Tampa, Florida 33647
Marcia H. Langley	2601 South Bayshore Drive Miami, Florida 33133-5416
Joel K. Goldman	2601 South Bayshore Drive Miami, Florida 33133-5416

Until Turnover, the Board shall consist of Directors appointed by the Class B Member who shall serve until the Class B Member no longer has the right to appoint any Directors.

At the first annual meeting after Turnover, the Class A Members shall elect one-third (1/3) of the Directors to be elected by the Class A Members for a term of one (1) year, one-third (1/3) of the Directors to be elected by the Class A Members for a term of two (2) years and one-third (1/3) of the Directors to be elected by the Class A Members for a term of three (3) years (should the membership of the Board not be divisible by three, then the classes of directors should be made as nearly equal as possible); at each annual meeting thereafter, the Members shall elect the Directors to be elected by the Class A Members for terms of three (3) years. Provided however, for so long as the Class B Member has the right to appoint the minority of the Directors or at least one Director, the Class B member shall appoint and replace such persons at its sole discretion. Any vacancy on the Board of Directors which is not subject to appointment by the Class B Member shall be filled for the unexpired term of the vacated office by the remaining Directors.

#### ARTICLE VIII. - TERM OF EXISTENCE

This corporation shall have perpetual existence unless sooner dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Florida. The date on which corporate existence shall begin is the date on which these Articles of Incorporation are filed with the Secretary of State of the State of Florida.

#### ARTICLE IX. - DISSOLUTION

Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association as created, or for the general welfare of the residents of the county in which the Property is located. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

#### ARTICLE X. - OFFICERS

Subject to the direction of the Board of Directors, the affairs of this Association shall be administered by its officers, as designated in the Bylaws of this Association. Said officers shall be elected annually by the Board of Directors. The names and addresses of the officers who shall serve until the first annual meeting of the Board of Directors are:

Name, Title and Address

President	Harry Lerner	15310 Amberly Drive, Suite 220 Tampa, Florida 33647
Vice President/ Treasurer	Marcia H. Langley	2601 South Bayshore Drive Miami, Florida 33133-5416
Vice President/ Secretary	Joel K. Goldman	2601 South Bayshore Drive Miami, Florida 33133-5416

ARTICLE XI. - BYLAWS

The Bylaws of this Association shall be adopted by the first Board of Directors, which Bylaws may be altered, amended, modified or repealed in the manner set forth in the Bylaws.

ARTICLE XII. - AMENDMENTS

Until Turnover, Developer reserves the exclusive right to amend or repeal any of the provisions of these Articles of Incorporation or any amendments hereto without the consent of any Class A Member or Institutional Mortgagee. Thereafter, the Association shall have the right to amend or repeal any of the provisions contained in these Articles or any amendments hereto subject to the approval requirements of paragraph VI (B) of these Articles, provided that no amendment shall conflict with any provisions of the Declaration. After Turnover, the consent of any Institutional Mortgagees shall be required for any amendment to these Articles which impairs the rights, priorities, remedies or interest of such Institutional Mortgagees, and such consent shall be obtained in accordance with the terms and conditions, and subject to the time limitations, set forth in the Declaration. Amendments to these Articles need only be filed with the Secretary of State and do not need to be recorded in the public records of the County.

ARTICLE XIII. - INDEMNIFICATION

This Association shall indemnify any and all of its directors, officers, employees or agents, or former directors permitted by law. Said indemnification shall include, but not be limited to, the expenses, including the cost of any judgments, fines, settlements and counsel's fees, actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeals thereof, to which any such person or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent, as herein provided. The foregoing right of indemnification shall not be inclusive of any other rights to which any such person may be entitled as a matter of law or which he may be lawfully granted. It shall be the obligation of the Association to obtain and keep in force a policy of officers' and directors' liability insurance.

ARTICLE XIV. - FHA/VA PROVISIONS

For so long as the Class B Membership exists, the annexation of additional properties, the mortgaging of any part of the Common Property, any amendment to these Articles of Incorporation, the merger or consolidation of the Association with other property owners associations, and the dissolution of the Association shall require the prior written approval of the Federal Home Administration ("FHA") or the Veterans Administration ("VA") in accordance with the regulations of the U.S. Department of Housing and Urban Development, if the FHA or VA is the insurer of any Mortgage encumbering any Lot within the Property.

ARTICLE XV. - SUBSCRIBER

The name and address of the Subscriber of the corporation is:

James H. Shimberg, Jr.

400 North Ashley Drive, Suite 2050  
Tampa, Florida 33602

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Florida, the undersigned has executed these Articles of Incorporation this 14<sup>th</sup> day of January, 1997.

Signed, sealed and delivered  
in the presence of:

[Signature]  
Print Name: Thomas E Holcombe

[Signature]  
Print Name: LORI A Dyer

[Signature]  
James H. Shimberg, Jr.

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of January, 1997, by James H. Shimberg, Jr., who is personally known to me ~~or who has produced~~ as identification.



Thomas E. Holcombe  
MY COMMISSION # CC523955 EXPIRES  
February 25, 2000  
BONDED THRU TRIDY FAH INSURANCE, INC.

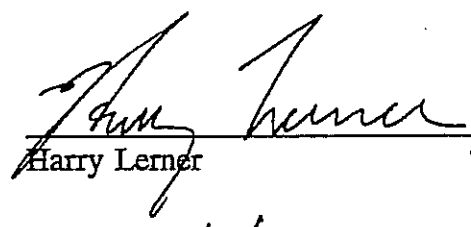
[Signature]  
Notary Public, State of Florida

Print Name: Thomas E. Holcombe  
My Commission Expires: 2/25/2000  
Commission Number: CC523955

**CERTIFICATE OF DESIGNATION OF PLACE OF BUSINESS  
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA,  
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with Section 48.091, Florida Statutes, the following is submitted:

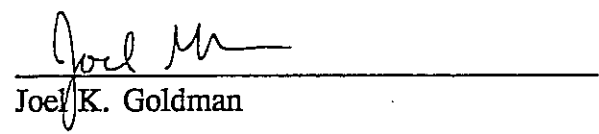
West Meadows Property Owners Association, Inc., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business in the City of Miami, County of Dade, State of Florida, has named Joel K. Goldman whose address is 2601 South Bayshore Drive, Miami, Florida 33133, as its agent to accept service of process within Florida.

  
\_\_\_\_\_  
Harry Lerner

Date: 12/3/96

FILED  
SECRETARY OF CORPORATIONS  
DIVISION  
97 JUN 15 AM 11:37

Having been named to accept service of process for the above stated corporation, at the place designated in the certificate, I agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

  
\_\_\_\_\_  
Joel K. Goldman

Date: 12/4/96

Prepared by and Return to  
Linda Connor Kane  
Holland & Knight LLP  
50 North Laura Street, Suite 3900  
Jacksonville, Florida 32202

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

INSTR # 98193617  
OR BK 09124 PG 1443  
RECORDED 07/08/98 04:29 PM  
RICHARD AKE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK F Tacer

**SECOND AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
WEST MEADOWS**

THIS SECOND AMENDMENT is made this 12 day of Jan., 1998, by ATLANTIC GULF OF TAMPA, INC., a Florida corporation, hereinafter referred to as "Developer," who recites and provides:

**RECITALS**

A. Developer has subjected certain lands owned by it to the Declaration of Covenants, Conditions, Restrictions and Easements for West Meadows recorded in Official Records Book 8359, page 1515 of the public records of Hillsborough County, Florida, as amended by Amendment to Declaration of Covenants, Conditions, Restrictions, and Easements for West Meadows, recorded in Official Records Book 8429, page 1589 of the public records of Hillsborough County, Florida, collectively referred to herein as "Declaration."

B. Pursuant to the terms of Article XII(I), the Developer has the right to make certain amendments to the Declaration.

C. On the date hereof, Developer and Westfield Homes of Florida, Inc, ("Declarant") are recording a Supplemental Declaration in accordance with the provisions of Article XI wherein Owner and Developer have determined to create a separate not for profit corporation ("Neighborhood Association") to operate and maintain certain Neighborhood Common Properties to be used solely by the owners of lots within the Additional Property to be annexed and to perform certain maintenance and repair activities for the Residences within such Additional Property.

D. Developer desires to make certain modifications and clarifications of the terms and conditions of the Declaration to permit Declarant and other persons or entities which may

from time to time develop similar residential projects to create such Neighborhood Associations and to evidence the relationship between the Neighborhood Association and the Association and the respective rights of the Neighborhood Association, the Association, and all Owners.

**NOW THEREFORE**, in consideration of the premises and other good and valuable consideration, Developer declares as follows:

1. The following definitions are hereby added to Article I:

"29. "Neighborhood Association" means a not for profit corporation formed under the provisions of Florida Statutes Section 617.301, et seq. or Section 718, et seq., which is required to perform certain obligations and duties in connection with certain lands specified in a Supplemental Declaration."

2. Article IV(A)(2) is hereby amended by adding the following provision:

"Notwithstanding the foregoing, in the event that the Supplemental Declaration requires that a Neighborhood Association hold title to the Neighborhood Common Property, then in such event, all maintenance, repair and operation of the Neighborhood Common Property shall be performed by the Neighborhood Association and the cost thereof shall be assessed solely to the Owners within the Neighborhood."

3. Article VI(E) is hereby amended to add the following:

"In addition to the foregoing, to the extent that the Supplemental Declaration creates a Neighborhood Association, the board of directors of the Neighborhood Association shall have the right to assess Neighborhood Assessments for the foregoing purposes."

4. Article VI(I)(5) is hereby amended to add the following:

"To the extent that the Supplemental Declaration annexing Additional Property creates a Neighborhood Association, then in such event, the Board of Directors of the Neighborhood Association shall establish the budget for the Neighborhood Assessment for such Neighborhood and shall levy the Neighborhood Assessment in accordance with the Supplemental Declaration creating the Neighborhood Association. The Board of the Association shall not review or approve the budget so adopted."

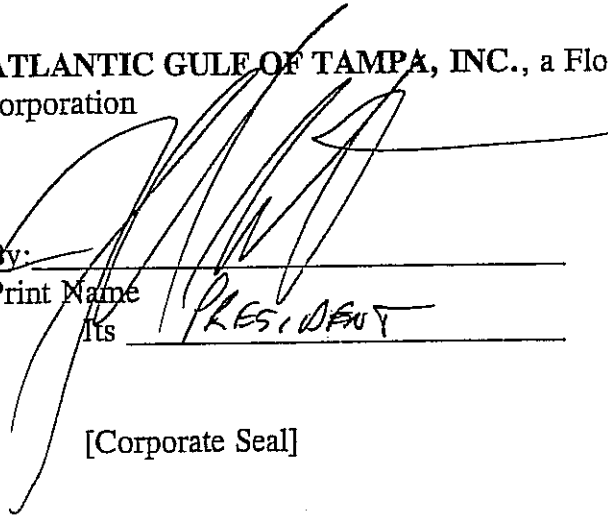
5. Except as modified herein, all terms and conditions of the Declaration remain in full force and effect.

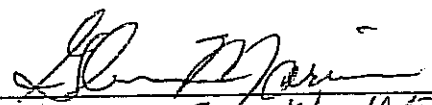
IN WITNESS WHEREOF, the undersigned sets its hand and seal on the date hereof.

Signed, sealed and delivered in the presence of:

ATLANTIC GULF OF TAMPA, INC., a Florida corporation

~~ROBERT HANSEN~~  
Print Name: Janet Hansen

By:   
Print Name: I. Thomas Billette III  
Its: PRESIDENT

  
Print Name: GLEN MARTIN

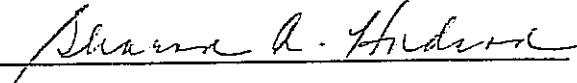
[Corporate Seal]

Address:

15310 Amberly Drive, Suite 220  
Tampa, Florida 33647

STATE OF Florida  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of January, 1998, by I. Thomas Billette III, the President of Atlantic Gulf of Tampa, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced n/a as identification.

  
Print Name: SHARON A. HUDSON  
Notary Public, State of FLORIDA  
My Commission Expires: 12/11/99  
Commission Number: CC 499 874

(NOTARY SEAL)



3  
m

Prepared by and Return to  
James H. Shimberg, Jr.  
Holland & Knight ✓  
P.O. Box 1288  
Tampa, FL 33601-1288

**NOTICE OF ASSESSMENTS - 1997**

**WEST MEADOWS PROPERTY OWNERS' ASSOCIATION, INC.**

This Notice is made as of the 1st day of January 1997, by **WEST MEADOWS PROPERTY OWNERS' ASSOCIATION, INC.**, a Florida not for profit corporation ("Association").

**RECITALS:**

A. The Association is the not for profit corporation responsible for the operation and maintenance of certain lands commonly referred to as "West Meadows" pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements for West Meadows recorded in Official Records Book 8359, page 1515 of the public records of Hillsborough County, Florida, as amended, (the "Declaration").

B. Pursuant to the terms and conditions of the Declaration, the Association is authorized to levy certain Assessments (as more fully defined in the Declaration) against the Lots which are subject to the terms and conditions of the Declaration and which are due and payable from the Owners thereof.

C. The Declaration sets forth certain Maximum Annual Assessments and the Board is authorized to set the actual Annual Assessments for each year at an amount equal to or less than the maximum provided for in the Declaration.

D. In order to facilitate the transfer of Lots and to specifically put all third parties on notice as to the amount of the Annual Assessments due and owing with respect to the Lots subject to the Declaration, the Association hereby places a notice of the 1997 Annual Assessments, due and owing under the Declaration.

NOW THEREFORE, notice is hereby given that pursuant to the terms and conditions of Article VI of the Declaration, the following Annual Assessments are due:

- 1. The following Lots are commonly referred to as "Mallard Landing":

Lots 1-33, Block 5, WEST MEADOWS, PARCEL 5, PHASE I, according to the plat thereof, as recorded in Plat Book 79, page 32, of the public records of Hillsborough County, Florida.

The Annual Assessment for the foregoing Lots for 1997 is \$150.00.

- 2. The following Lots are commonly referred to as "Eagles Landing":

1997 FEB 14 PM 3:40

97039030

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

Lots 1-44, Block 6, WEST MEADOWS, PARCEL 5, PHASE I, according to the plat thereof, as recorded in Plat Book 79, page 32, of the public records of Hillsborough County, Florida.

The Annual Assessment for the foregoing Lots for 1997 is \$150.00.

3. The following Lots are commonly referred to as "Hawks Landing":

Lots 1-17, Block 1, Lots 1-11, Block 2, Lots 1-11, Block 3 and Lots 1-18, Block 4, WEST MEADOWS, PARCEL 5, PHASE I, according to the plat thereof, as recorded in Plat Book 79, page 32, of the public records of Hillsborough County, Florida.

The Annual Assessment for the foregoing Lots for 1997 is \$150.00.

4. The following Lots are commonly referred to as "Watergrass":

Lots 1-14, Block 1, Lots 1-20, Block 2, Lots 1-11, Block 3, Lots 1-25, Block 4, Lots 1-4, Block 5, and Lots 1-4, Block 6, WEST MEADOWS, PARCEL 4, PHASES 1 and 2, according to the plat thereof, as recorded in Plat Book 79, page 31, of the public records of Hillsborough County, Florida.

The Annual Assessment for the foregoing Lots for 1997 is \$150.00.

Any other Lots which are from time to time subjected to the terms and conditions of the Declaration by recording of a Supplemental Declaration are also subject to the Annual Assessments set forth above for 1997. Provided however, pursuant to the terms of the Declaration, Atlantic Gulf of Tampa, Inc. ("Developer") is not subject to Assessments but is funding the deficit.

5. This notice is recorded only for the purposes of setting forth the 1997 Annual Assessments for Lots subject to the Declaration and shall not be construed as limiting any other Assessments or costs as set forth in the Declaration. All Lots may be subjected to other Assessments all in accordance with the terms and conditions of the Declaration and further the Annual Assessments may be changed for 1998.

6. Any and All inquiries with respect to Assessments due and owing pursuant to the Declaration shall be addressed to the Community Association Manager for the Association:

Atlantic Gulf of Tampa  
 15310 Amberly Dr., Suite 220  
 Tampa, FL 33647  
 813/972-7475

IN WITNESS WHEREOF, the undersigned executes this instrument as of the date set forth above.

Witnesses:

Lori A. Pye  
Print Name Lori A. Pye  
Thomas E. Holcombe  
Print Name Thomas E. Holcombe

WEST MEADOWS PROPERTY OWNERS' ASSOCIATION, INC.

By: Harry Lerner  
Harry Lerner  
Its President

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of <sup>FEBRUARY</sup> ~~January~~, 1997, by Harry Lerner, President of West Meadows Property Owners' Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is known to me and who did not take an oath.

(Notarial Seal)



Thomas E. Holcombe  
MY COMMISSION # 00523965 EXPIRES  
February 25, 2000  
BONDED THRU TROY FAIR INSURANCE, INC.

Thomas E. Holcombe  
Print Name \_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

RECORDED  
PENINSULA STATE TITLE  
18401 MURDOCK CIRCLE  
PORT CHARLOTTE, FL 33948

INSTR # 99063241

INSTR # 98372969

THIS INSTRUMENT PREPARED BY

OR BK 09508 PG 0363

OR BK 09382 PG 0218

Amy H. Goldin, Esq.  
Atlantic Gulf Communities Corporation  
2601 South Bayshore Drive  
Miami, Florida 33133

RECORDED 03/03/99 05:05 PM  
RICHARD AWE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK B King

RECORDED 12/14/98 05:29 PM  
RICHARD AWE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK B King

This document is being re-recorded to correct a typographical error in the title of the document. All references to "Second Amendment" in this document recorded at ORB 9382, at Page 218 should be replaced with "Third Amendment".

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR WEST MEADOWS**

The undersigned, being the "Developer" pursuant to the Declaration of Covenants, Conditions, Restrictions and Easements, as recorded in Official Records Book 8359, at Page 1515, of the Public Records of Hillsborough County, Florida, as amended (the "Declaration"), hereby amends the Declaration as follows: (additions hereby made are shown as underlined and deletions hereby made are shown as stricken-through)

1. The second and third sentences of Article VII, Section 3.(a) of the Declaration are hereby amended as follows:

"The ACC or Developer, as applicable, shall approve or disapprove the documents properly submitted to it in writing within ~~thirty (30)~~ forty-five (45) days of such submission; provided, however, that failure to so act within said period shall not be deemed to be approval of the request submitted. ~~Any requests shall be deemed approved if the ACC or Developer, as applicable, fails to issue a written approval or disapproval with thirty (30) days of their proper submission."~~

2. Article VII, Section 3.(d) is hereby amended as follows:

"Approval or disapproval of applications to the ACC shall be given to the applicant in writing within ~~thirty (30)~~ forty-five (45) days of receipt thereof, by the ACC in accordance with the procedures adopted by the ACC. The ACC shall indicate its approval by stamping the plans with its seal and the date of approval. If the ACC disapproves the requested Proposed Improvement, it shall provide written notice of such disapproval to the Owner. Disapproval by the ACC may be appealed to the Board of Directors of the Association, and the determinations of the Board of Directors shall be dispositive. ~~If the ACC does not act within the thirty (30) day period (unless an extension is agreed to) from receipt of the plans and specifications in acceptable form, the plans and specifications for the Proposed Improvements shall be deemed to have been approved.~~ No construction (other than Initial Improvements) on any Lot or within the Property shall be commenced, and no Residence shall be modified, except in accordance with such approved plans and specifications. The Developer shall give its notice of approval or disapproval within ~~thirty (30)~~ forty-five (45) days from the date the Developer receives all the required information. The determination of the Developer with respect to the Initial Improvements shall be dispositive."

3. Except as modified herein, all terms and conditions of the Declaration remain in full force and effect.

This Amendment is made as of this 19<sup>th</sup> day of November 1998, by Developer pursuant to the authority granted the Developer to amend the Declaration contained in Article XII.1.3. of the Declaration.

WITNESSES:

ATLANTIC GULF OF TAMPA, INC.

[Signature]  
Print: Amy Goldin

By: [Signature]  
Joel K. Goldman, Vice President

[Signature]  
Print: Hannah Wilson

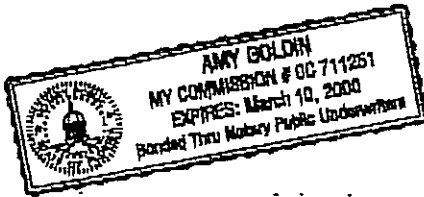


STATE OF FLORIDA       )  
COUNTY OF MIAMI-DADE )

Before me, a Notary Public of the state and county aforesaid, personally appeared Joel K. Goldman, as Vice President of Atlantic Gulf of Tampa, Inc.. He is personally known to me.

My Commission Expires:

[Signature]  
Notary Public, State of Florida at Large



JOINDER

OCEAN BANK, a Florida banking corporation, hereby joins in the foregoing Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for West Meadows.

*me* OCEAN BANK,  
a Florida banking corporation

By: Joy R. Mooti  
Print: JOY R. MOOTI  
Title: VICE PRESIDENT

STATE OF FLORIDA )  
COUNTY OF DADE )

Before me, a Notary Public of the state and county aforesaid, personally appeared Joy R. Mooti as Vice President of Ocean Bank, a Florida banking corporation. He/She is personally known to me.

My commission expires:

Ana Maria Hoyos  
Notary Public, State of Florida ANA MARIA HOYOS



ANA MARIA HOYOS  
COMMISSION # CC413090  
EXPIRES FEB 21, 2001  
BONDED THROUGH  
ATLANTIC BONDING CO., INC.

# Memorandum

---

To: Mary Ann Luallen, David Wright

From: Hannah Wilson for Amy H. Goldin, Esq.

Date: March 5, 1999

Subject: Re-Recorded Declaration for West Meadows

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The attached copy of the Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") for West Meadows was *re-recorded* on March 3, 1999 in ORB 9508, at Page 363 to correct a typographical error in the title of the Declaration filed on December 14, 1998. All references to "Second Amendment" in the Declaration has been amended to reflect "Third Amendment".

**INSTR # 99137356**

**OR BK 09617 PG 0294**

RECORDED 05/06/99 04:23 PM  
RICHARD AKE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK Y Roche

Prepared by and return to:  
James H. Shimberg, Jr., Esquire  
Holland & Knight LLP  
400 North Ashley Drive, Suite 2050  
Tampa, Florida 33602

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
WEST MEADOWS**

**(West Meadows Parcel 11C Land)  
(75' Lots)**

**THIS SUPPLEMENTAL DECLARATION** is made this 5 day of May, 1999, by **ATLANTIC GULF OF TAMPA, INC.**, a Florida corporation, hereinafter referred to as "Developer," who recites and provides:

**RECITALS:**

A. Developer has subjected certain lands owned by it to the Declaration of Covenants, Conditions, Restrictions and Easements for West Meadows, recorded in Official Records Book 8359, Page 1515 of the public records of Hillsborough County, Florida, as amended by the Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for West Meadows, recorded in Official Records Book 8429, Page 1589, of the public records of Hillsborough County, Florida (collectively, 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 property to be annexed to the Declaration to reflect the different character of such lands.

C. Developer desires to subject certain property more fully described as

Lots 1-18, Block 3, WEST MEADOWS, PARCEL 11C LAND, to be recorded in the public records of Hillsborough County, Florida

(hereinafter referred to as the "Land") to the Declaration and Developer desires to record this Supplemental Declaration to subject the Land to the additional terms set forth herein.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby declares as follows:

1. Subject Land. Developer declares that the Land shall be held, sold, occupied and conveyed subject to the covenants, conditions, restrictions, easements and limitations set forth in the Declaration and herein, which are for the purpose of protecting the value and desirability of the Land, shall run with the title to the Land and shall be binding on all parties having any right, title or interest in the Land or any part thereof, their heirs, legal representatives, successors and assigns, and shall inure to the benefit of each Owner, Developer, and their successors, assigns and mortgagees.

All capitalized terms contained in this Supplemental Declaration shall have the same definitions as set forth in the Declaration.

2. Neighborhood. The Land subject to this Supplemental Declaration will be developed as a gated, residential community with private roads (hereinafter referred to as "The Estates"). The Estates shall constitute a Neighborhood as defined in the Declaration and shall be subject to all provisions applicable to such Neighborhood as set forth in the Declaration and in this Supplemental Declaration.

3. Neighborhood Common Property. Certain Common Property within The Estates shall be Neighborhood Common Property as defined in the Declaration and shall be subject to all provisions applicable to such Neighborhood Common Property as set forth in the Declaration. Neighborhood Common Property shall consist of entry features, signage, street signage, irrigation, gates, landscaping, paving and drainage. The Board of Directors shall establish a Neighborhood Assessment which shall be used to maintain, operate and repair the Neighborhood Common Property and which Neighborhood Assessments shall be paid by the Owners of Lots in The Estates. The walls and landscaping along New Tampa Boulevard shall be Common Property of the Association and maintained as a part of all the Common Property of West Meadows.

4. Neighborhood Assessments. In addition to the Assessments provided for in the Declaration, the Board of Directors shall levy Neighborhood Assessments on all the Lots in The Estates, which Neighborhood Assessments shall be for maintaining, operating and repairing the entry features, the paving, the drainage, the signage, the irrigation, the landscaping, the street signage, the gates and any such Neighborhood Common Property as

may be designated from time to time. All such Neighborhood Assessments shall be levied in the manner provided in the Declaration.

5. Neighborhood Committee. The Owners of Lots in The Estates may elect a Neighborhood Committee to act on behalf of the Neighborhood for the purposes set forth in the Declaration.

6. Architectural Guidelines. With respect to the review required under Article VII of the Declaration, the ACC or Developer, as applicable, shall consider the following provisions in connection with their respective reviews of The Estates, together with any architectural guidelines issued by the ACC or Developer from time to time. Specific references to the ACC or Developer in these provisions shall not be construed as a limitation of the general review power of the ACC or Developer, as set forth in the Declaration.

a. Building Type. No building shall be erected, altered, placed or permitted to remain on a Lot or Reconfigured Lot, other than one detached single family Residence which shall not exceed thirty-five feet (35') in height and shall have a private and enclosed garage for not less than two (2) cars.

b. Minimum Residence Size. All Residences constructed on the Seventy-Five Foot (75') Lots in The Estates shall contain a minimum of Two Thousand (2,000) square feet of heated and air conditioned space, excluding all patios, balconies, decks, garages. All Residences constructed on the Eighty-Five Foot (85') Lots in The Estates shall contain a minimum of Two Thousand One Hundred (2,100) square feet of heated and air conditioned space, excluding all patios, balconies, decks, garages.

c. Set Backs. All Residences in Parcel 11C Land shall be located within the following set back restrictions:

Front yard set backs	-	20 feet
Side yard set backs	-	5 feet
Interior lot rear yard set backs-		20 feet
Corner lot side yard set backs -		15 feet
Corner lot rear yard set backs -		12 feet

In addition to the foregoing, all Lots fronting the subdivision internal collector road shall have twenty five foot (25') front yard set back restriction from the road right of way.

The foregoing set back requirements may be waived by a written instrument executed by the Developer or ACC as Developer or ACC may deem necessary and convenient in their sole discretion.

c. Roofs. All Residences constructed on the Seventy-Five Foot (75') Lots in The Estates shall have a roof pitch of at least 6/12. All Residences constructed on the Eighty-Five Foot (85') Lots in The Estates shall have a roof pitch of at least 6/12. Flat roofs and protrusions through roofs for power ventilators or other apparatus shall not be permitted unless approved by Developer, in its sole discretion, as a part of the Initial Improvements. Roofing and shingle material shall be approved by Developer as to color and material. Any reroofing or reshingling of the Residence other than with the same materials and same color shall be approved by the ACC.

d. Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television, shall be run underground from the connecting points to the Residence in a manner acceptable to the governing utility authority.

e. Garages. All Residences shall be constructed with a garage which will house at least two (2) but no more than three (3) vehicles. No carports will be permitted unless approved by Developer or the ACC, as applicable. Garage doors shall be kept closed except when automobiles are entering or leaving the garage. No garage shall at any time be used as a Residence or converted to become part of the Residence, except if another garage is constructed in compliance with the provisions hereof. Provided, however, a garage may be used by Developer or builder as a sales office during the marketing of the Property.

f. Driveway Construction. All Residences shall have a paved driveway of stable and permanent construction of a width of at least sixteen feet (16'), but not less than door to door width, at the entrance of the garage. All driveways must be constructed with approved materials.

g. Fences and Walls. Without limiting the provisions of any other term hereof, the composition and location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets. Any fence, wall, hedge or other similar structure must be included in the Plan submitted

to the ACC with respect to the location, height and type of material and must be approved by the ACC.

h. Ancillary Structures. Unless approved by Developer or the ACC, as applicable, as to use, location and architectural design, no garage, tool, guest quarters, or storage buildings can be constructed separate and apart from the Residence, nor can any such structures be constructed prior to construction of the Residence. Any such permitted ancillary structures, such as detached garages, guest quarters, or storage buildings shall be constructed of the same materials and in the same architectural style as the Residence, and shall be subject to the same setback lines, approvals of the ACC, and other restrictions applicable to the Residence itself.

i. Antennae and Other Devices. Unless prior written approval has been obtained from Developer or the ACC, as applicable, no exterior radio or television antenna, satellite dish or other receiving or transmitting device, antenna, aerial, solar panel or other solar collector, windmill, or any similar, exterior structure or apparatus may be erected or maintained anywhere within the Property, except in compliance with the regulations of the Federal Communications Commission and this Supplemental Declaration. In considering whether to approve such devices, the ACC shall consider the size of the device and whether it is visible from other Lots or any road.

j. Artificial Vegetation. No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot within The Estates, unless approved by Developer or the ACC.

k. Lighting. No external lighting shall be installed without the prior approval of Developer or the ACC, as applicable. No lighting will be permitted which alters the residential character of the Property.

l. Recreational Structures. All basketball backboards, tennis courts, and play structures shall be located at the rear of the Residence or on the inside portion of corner Lots within the setback lines, provided however, any basketball backboards shall be located so as to minimize noise to adjoining Residences and no basketball backboards may be installed adjacent to the street or on any cul-de-sac. No platform, doghouse, tennis court, playhouse, or play fort shall be constructed on any part of a Lot located in front of the rear line of the Residence, and any such structure shall have prior approval of Developer or the ACC, as applicable. Any portion of a Reconfigured Lot used for recreational purposes must be adequately screened in the front and sides

by landscaping, fencing or walls, as approved by the ACC or Developer, as applicable, so that such uses shall not be visible from any road.

m. Window Air Conditioners. No window or wall air conditioning units will be permitted. All air conditioner compressors shall be screened from view, insulated by a fence, wall or shrubbery so as to minimize noise.

n. Window Coverings. No reflective window coverings or treatments shall be permitted on any Residence within The Estates. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards in the area where the Lot is located.

o. Mailboxes. No mailbox, paper box or other receptacle of any kind for any use in the delivery of mail, newspapers, magazines, packages, or similar materials shall be erected on any Lot without the approval of the ACC or Developer, as applicable, as to style and location. If required by the U. S. Postal Service, mail delivery may be made to a centralized box location at any time that the U. S. Postal Services requires a change in the method of delivery. Owners shall install the required receptacles as approved by the ACC.

p. Energy Conservation. Solar energy and other energy conservation devices are not prohibited or discouraged, but the design and appearance of such devices will be closely scrutinized and controlled by the ACC or Developer, as applicable, to assure consistency with the aesthetic standards of the Property. Use of clotheslines or other exterior clothes drying facilities shall not be permitted on the Common Property or any other part of the Property where they would be visible from any road or Lots.

q. Interference with Roads or Easements. Without limiting or qualifying the other provisions of this Declaration, nothing shall be erected, constructed, planted, or otherwise placed in such a position so as to create a hazard or block the vision of motorists upon any public roads within or adjacent to the Property. No modification, alteration, or improvement shall interfere with the easements or other rights set forth in this Declaration.

r. Special Taxing District. Developer or the City of Tampa may impose on The Estates a Special Taxing District for maintenance of the street lights, and to pay the power bill for the street lights and all Owners of Lots within The Estates agree to join in same if such Owner owns any of the Lots at the time the District is created.

7. Amendments and Modifications. The Board of Directors and the ACC may from time to time adopt and amend rules and regulations governing the details of the operation, use, maintenance and control of the Residences, Lots, Common Property and any facilities or services made available to the Owners. A copy of the rules and regulations adopted from time to time as herein provided shall be given to each Owner.

8. Compliance. It shall be the responsibility of all Owners, family members of Owners, and their authorized guests and tenants to conform with and abide by the rules and regulations in regard to the use of the Residences, Lots, and Common Property which may be adopted in writing from time to time by the Board of Directors and the ACC, and to see that all persons using the Owner's Lot(s) do likewise.

9. Personal Services. The employees of the Association shall not be required to attend to any personal matters or business of Owners, nor shall they be permitted to leave the Property on any private business of Owners. The uses and functions of such employees shall be governed by the Board of Directors. In the event personal services are provided to Owners by any employees of the Association, the Association will not assume any responsibility or be liable for, in any manner, the quality of such services or work provided, nor shall it warrant such services or work. In addition, the Association shall not be liable for any injury to persons or damage to property resulting from any act or omission by those performing such personal work or services for Owners.

**IN WITNESS WHEREOF**, the undersigned has caused this Supplemental Declaration to be executed in its name, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

ATLANTIC GULF OF TAMPA, INC.

David A. Wright  
Print Name DAVID A. WRIGHT

By: Harry Lerner  
Print Name, Harry Lerner, General Manager

Glenn Marvin  
Print Name GLENN MARVIN

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 5 day of May, 1999, by Harry Lerner, as General Manager of Atlantic Gulf of Tampa, Inc., a Florida corporation, for and on behalf of said corporation. He is personally known to me and did not take an oath.

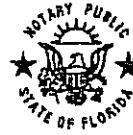
*Julia A. Best*

Print Name Julia A Best

Notary Public, State of Florida

My commission expires:

Commission No.:



Julia A Best  
My Commission CC580870  
Expires Aug. 27, 2000

05/05/99 (1:25PM)

TPA1 #936850 v1

OR BK 09617 PG 0301

**INSTR # 99137357**  
**OR BK 09617 PG 0302**  
RECORDED 05/06/99 04:23 PM  
RICHARD AKE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK Y Roche

Prepared by and return to:  
James H. Shimberg, Jr., Esquire  
Holland & Knight LLP  
400 North Ashley Drive, Suite 2050  
Tampa, Florida 33602

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
WEST MEADOWS**

**(West Meadows Parcel 11B Land)  
(75' Lots)**

**THIS SUPPLEMENTAL DECLARATION** is made this 5 day of May, 1999, by **ATLANTIC GULF OF TAMPA, INC.**, a Florida corporation, hereinafter referred to as "Developer," who recites and provides:

**RECITALS:**

A. Developer has subjected certain lands owned by it to the Declaration of Covenants, Conditions, Restrictions and Easements for West Meadows, recorded in Official Records Book 8359, Page 1515 of the public records of Hillsborough County, Florida, as amended by the Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for West Meadows, recorded in Official Records Book 8429, Page 1589, of the public records of Hillsborough County, Florida (collectively, 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 property to be annexed to the Declaration to reflect the different character of such lands.

C. Developer desires to subject certain property more fully described as

Lots 1-13, Block 1, and Lots 1-15, Block 2, WEST MEADOWS, PARCEL 11B LAND, to be recorded in the public records of

Hillsborough County, Florida (hereinafter referred to as the "Land") to the Declaration and Developer desires to record this Supplemental Declaration to subject the Land to the additional terms set forth herein.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby declares as follows:

1. Subject Land. Developer declares that the Land shall be held, sold, occupied and conveyed subject to the covenants, conditions, restrictions, easements and limitations set forth in the Declaration and herein, which are for the purpose of protecting the value and desirability of the Land, shall run with the title to the Land and shall be binding on all parties having any right, title or interest in the Land or any part thereof, their heirs, legal representatives, successors and assigns, and shall inure to the benefit of each Owner, Developer, and their successors, assigns and mortgagees.

All capitalized terms contained in this Supplemental Declaration shall have the same definitions as set forth in the Declaration.

2. Neighborhood. The Land subject to this Supplemental Declaration will be developed as a gated, residential community with private roads (hereinafter referred to as "The Estates"). The Estates shall constitute a Neighborhood as defined in the Declaration and shall be subject to all provisions applicable to such Neighborhood as set forth in the Declaration and in this Supplemental Declaration.

3. Neighborhood Common Property. Certain Common Property within The Estates shall be Neighborhood Common Property as defined in the Declaration and shall be subject to all provisions applicable to such Neighborhood Common Property as set forth in the Declaration. Neighborhood Common Property shall consist of entry features, signage, street signage, irrigation, gates, landscaping, paving and drainage. The Board of Directors shall establish a Neighborhood Assessment which shall be used to maintain, operate and repair the Neighborhood Common Property and which Neighborhood Assessments shall be paid by the Owners of Lots in The Estates. The walls and landscaping along New Tampa Boulevard shall be Common Property of the Association and maintained as a part of all the Common Property of West Meadows.

4. Neighborhood Assessments. In addition to the Assessments provided for in the Declaration, the Board of Directors shall levy Neighborhood Assessments on all the Lots in The Estates, which Neighborhood Assessments shall be for maintaining, operating and repairing the entry features, the paving, the drainage, the signage, the irrigation, the landscaping, the street signage, the gates and any such Neighborhood Common Property as

may be designated from time to time. All such Neighborhood Assessments shall be levied in the manner provided in the Declaration.

5. Neighborhood Committee. The Owners of Lots in The Estates may elect a Neighborhood Committee to act on behalf of the Neighborhood for the purposes set forth in the Declaration.

6. Architectural Guidelines. With respect to the review required under Article VII of the Declaration, the ACC or Developer, as applicable, shall consider the following provisions in connection with their respective reviews of The Estates, together with any architectural guidelines issued by the ACC or Developer from time to time. Specific references to the ACC or Developer in these provisions shall not be construed as a limitation of the general review power of the ACC or Developer, as set forth in the Declaration.

a. Building Type. No building shall be erected, altered, placed or permitted to remain on a Lot or Reconfigured Lot, other than one detached single family Residence which shall not exceed thirty-five feet (35') in height and shall have a private and enclosed garage for not less than two (2) cars.

b. Minimum Residence Size. All Residences constructed on the Seventy-Five Foot (75') Lots in The Estates shall contain a minimum of Two Thousand (2,000) square feet of heated and air conditioned space, excluding all patios, balconies, decks, garages. All Residences constructed on the Eighty-Five Foot (85') Lots in The Estates shall contain a minimum of Two Thousand One Hundred (2,100) square feet of heated and air conditioned space, excluding all patios, balconies, decks, garages.

c. Set Backs. All Residences in Parcel 11B Land shall be located within the following set back restrictions:

Front yard set backs	-	20 feet
Side yard set backs	-	5 feet
Interior lot rear yard set backs-		20 feet
Corner lot side yard set backs -		15 feet
Corner lot rear yard set backs -		12 feet

In addition to the foregoing, all Lots fronting the subdivision internal collector road shall have twenty five foot (25') front yard set back restriction from the road right of way.

The foregoing set back requirements may be waived by a written instrument executed by the Developer or ACC as Developer or ACC may deem necessary and convenient in their sole discretion

c. Roofs. All Residences constructed on the Seventy-Five Foot (75') Lots in The Estates shall have a roof pitch of at least 6/12. All Residences constructed on the Eighty-Five Foot (85') Lots in The Estates shall have a roof pitch of at least 6/12. Flat roofs and protrusions through roofs for power ventilators or other apparatus shall not be permitted unless approved by Developer, in its sole discretion, as a part of the Initial Improvements. Roofing and shingle material shall be approved by Developer as to color and material. Any reroofing or reshingling of the Residence other than with the same materials and same color shall be approved by the ACC.

d. Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television, shall be run underground from the connecting points to the Residence in a manner acceptable to the governing utility authority.

e. Garages. All Residences shall be constructed with a garage which will house at least two (2) but no more than three (3) vehicles. No carports will be permitted unless approved by Developer or the ACC, as applicable. Garage doors shall be kept closed except when automobiles are entering or leaving the garage. No garage shall at any time be used as a Residence or converted to become part of the Residence, except if another garage is constructed in compliance with the provisions hereof. Provided, however, a garage may be used by Developer or builder as a sales office during the marketing of the Property.

f. Driveway Construction. All Residences shall have a paved driveway of stable and permanent construction of a width of at least sixteen feet (16'), but not less than door to door width, at the entrance of the garage. All driveways must be constructed with approved materials.

g. Fences and Walls. Without limiting the provisions of any other term hereof, the composition and location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets. Any fence, wall,

ledge or other similar structure must be included in the Plan submitted to the ACC with respect to the location, height and type of material and must be approved by the ACC.

h. Ancillary Structures. Unless approved by Developer or the ACC, as applicable, as to use, location and architectural design, no garage, tool, guest quarters, or storage buildings can be constructed separate and apart from the Residence, nor can any such structures be constructed prior to construction of the Residence. Any such permitted ancillary structures, such as detached garages, guest quarters, or storage buildings shall be constructed of the same materials and in the same architectural style as the Residence, and shall be subject to the same setback lines, approvals of the ACC, and other restrictions applicable to the Residence itself.

i. Antennae and Other Devices. Unless prior written approval has been obtained from Developer or the ACC, as applicable, no exterior radio or television antenna, satellite dish or other receiving or transmitting device, antenna, aerial, solar panel or other solar collector, windmill, or any similar, exterior structure or apparatus may be erected or maintained anywhere within the Property, except in compliance with the regulations of the Federal Communications Commission and this Supplemental Declaration. In considering whether to approve such devices, the ACC shall consider the size of the device and whether it is visible from other Lots or any road.

j. Artificial Vegetation. No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot within The Estates, unless approved by Developer or the ACC.

k. Lighting. No external lighting shall be installed without the prior approval of Developer or the ACC, as applicable. No lighting will be permitted which alters the residential character of the Property.

l. Recreational Structures. All basketball backboards, tennis courts, and play structures shall be located at the rear of the Residence or on the inside portion of corner Lots within the setback lines, provided however, any basketball backboards shall be located so as to minimize noise to adjoining Residences and no basketball backboards may be installed adjacent to the street or on any cul-de-sac. No platform, doghouse, tennis court, playhouse, or play fort shall be constructed on any part of a Lot located in front of the rear line of the Residence, and any such structure shall have prior approval of Developer or the ACC, as applicable. Any portion of a Reconfigured Lot used for

recreational purposes must be adequately screened in the front and sides by landscaping, fencing or walls, as approved by the ACC or Developer, as applicable, so that such uses shall not be visible from any road.

m. Window Air Conditioners. No window or wall air conditioning units will be permitted. All air conditioner compressors shall be screened from view, insulated by a fence, wall or shrubbery so as to minimize noise.

n. Window Coverings. No reflective window coverings or treatments shall be permitted on any Residence within The Estates. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards in the area where the Lot is located.

o. Mailboxes. No mailbox, paper box or other receptacle of any kind for any use in the delivery of mail, newspapers, magazines, packages, or similar materials shall be erected on any Lot without the approval of the ACC or Developer, as applicable, as to style and location. If required by the U. S. Postal Service, mail delivery may be made to a centralized box location at any time that the U. S. Postal Services requires a change in the method of delivery. Owners shall install the required receptacles as approved by the ACC.

p. Energy Conservation. Solar energy and other energy conservation devices are not prohibited or discouraged, but the design and appearance of such devices will be closely scrutinized and controlled by the ACC or Developer, as applicable, to assure consistency with the aesthetic standards of the Property. Use of clotheslines or other exterior clothes drying facilities shall not be permitted on the Common Property or any other part of the Property where they would be visible from any road or Lots.

q. Interference with Roads or Easements. Without limiting or qualifying the other provisions of this Declaration, nothing shall be erected, constructed, planted, or otherwise placed in such a position so as to create a hazard or block the vision of motorists upon any public roads within or adjacent to the Property. No modification, alteration, or improvement shall interfere with the easements or other rights set forth in this Declaration.

r. Special Taxing District. Developer or the City of Tampa may impose on The Estates a Special Taxing District for maintenance of the street lights, and to pay the power bill for the street lights and all Owners of Lots within The Estates agree to join in same if such Owner owns any of the Lots at the time the District is created.

7. Amendments and Modifications. The Board of Directors and the ACC may from time to time adopt and amend rules and regulations governing the details of the operation, use, maintenance and control of the Residences, Lots, Common Property and any facilities or services made available to the Owners. A copy of the rules and regulations adopted from time to time as herein provided shall be given to each Owner.

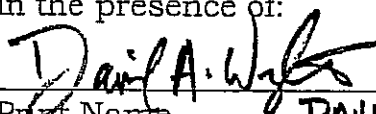
8. Compliance. It shall be the responsibility of all Owners, family members of Owners, and their authorized guests and tenants to conform with and abide by the rules and regulations in regard to the use of the Residences, Lots, and Common Property which may be adopted in writing from time to time by the Board of Directors and the ACC, and to see that all persons using the Owner's Lot(s) do likewise.

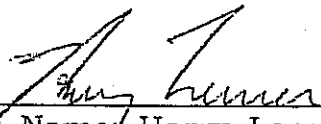
9. Personal Services. The employees of the Association shall not be required to attend to any personal matters or business of Owners, nor shall they be permitted to leave the Property on any private business of Owners. The uses and functions of such employees shall be governed by the Board of Directors. In the event personal services are provided to Owners by any employees of the Association, the Association will not assume any responsibility or be liable for, in any manner, the quality of such services or work provided, nor shall it warrant such services or work. In addition, the Association shall not be liable for any injury to persons or damage to property resulting from any act or omission by those performing such personal work or services for Owners.

**IN WITNESS WHEREOF**, the undersigned has caused this Supplemental Declaration to be executed in its name, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

ATLANTIC GULF OF TAMPA, INC.

  
Print Name DAVID A. WRIGHT

By:   
Print Name/ Harry Lerner, General  
Manager

  
Print Name ELENA MARUDA

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 5 day of May, 1999, by Harry Lerner, as the General Manager of Atlantic Gulf of Tampa, Inc., a Florida corporation, for and on behalf of said corporation. He is personally known to me and did not take an oath.

Julie A. Best  
Print Name Julie A. Best  
Notary Public, State of Florida  
My commission expires:

Commission No.:

05/05/99 (1:25PM)  
TPA1 #936842 v1



Julie A Best  
My Commission CC580570  
Expires Aug. 27, 2000

ABT

Prepared by and return to:  
 James H. Shimberg, Jr., Esquire  
 Holland & Knight  
 400 North Ashley Drive, Suite 2050  
 Tampa, Florida 33602

REC-8534  
 P-0464

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
 RESTRICTIONS AND EASEMENTS  
 FOR  
 WEST MEADOWS**

**(West Meadows Parcels 6 and 11A, Phase I Land)  
 (75' and 85' Lots)**

**RICHARD AKE  
 CLERK OF CIRCUIT COURT  
 HILLSBOROUGH COUNTY**

**THIS SUPPLEMENTAL DECLARATION** is made this 10<sup>th</sup> day of April, 1997, by **ATLANTIC GULF OF TAMPA, INC.**, a Florida corporation, hereinafter referred to as "Developer," who recites and provides:

**RECITALS:**

A. Developer has subjected certain lands owned by it to the Declaration of Covenants, Conditions, Restrictions and Easements for West Meadows, recorded in Official Records Book 8359, Page 1515 of the public records of Hillsborough County, Florida, as amended by the Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for West Meadows, recorded in Official Records Book 8429, Page 1589, of the public records of Hillsborough County, Florida (collectively, 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 property to be annexed to the Declaration to reflect the different character of such lands.

C. Developer desires to subject certain property more fully described as

Lots 1-78, Block 1, Lots 1-11, Block 2, Lots 1-12, Block 3, Lots 1-12, Block 4, Lots 1-6, Block 5, Lots 1-12, Block 6, and Lots 1-14, Block 7, WEST MEADOWS, PARCELS 6 AND 11A, PHASE I LAND, to be recorded in the public records of Hillsborough County, Florida (hereinafter referred to as the

"Land") to the Declaration and Developer desires to record this Supplemental Declaration to subject the Land to the additional terms set forth herein.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby declares as follows:

1. Subject Land. Developer declares that the Land shall be held, sold, occupied and conveyed subject to the covenants, conditions, restrictions, easements and limitations set forth in the Declaration and herein, which are for the purpose of protecting the value and desirability of the Land, shall run with the title to the Land and shall be binding on all parties having any right, title or interest in the Land or any part thereof, their heirs, legal representatives, successors and assigns, and shall inure to the benefit of each Owner, Developer, and their successors, assigns and mortgagees.

All capitalized terms contained in this Supplemental Declaration shall have the same definitions as set forth in the Declaration.

2. Neighborhood. The Land subject to this Supplemental Declaration will be developed as a gated, residential community with private roads (hereinafter referred to as "The Estates"). The Estates shall constitute a Neighborhood as defined in the Declaration and shall be subject to all provisions applicable to such Neighborhood as set forth in the Declaration and in this Supplemental Declaration.

3. Neighborhood Common Property. Certain Common Property within The Estates shall be Neighborhood Common Property as defined in the Declaration and shall be subject to all provisions applicable to such Neighborhood Common Property as set forth in the Declaration. Neighborhood Common Property shall consist of entry features, signage, street signage, irrigation, gates, landscaping, paving and drainage. The Board of Directors shall establish a Neighborhood Assessment which shall be used to maintain, operate and repair the Neighborhood Common Property and which Neighborhood Assessments shall be paid by the Owners of Lots in The Estates. The walls and landscaping along New Tampa Boulevard shall be Common Property of the Association and maintained as a part of all the Common Property of West Meadows.

4. Neighborhood Assessments. In addition to the Assessments provided for in the Declaration, the Board of Directors shall levy Neighborhood Assessments on all the Lots in The Estates, which Neighborhood Assessments shall be for maintaining, operating and repairing the entry features, the paving, the drainage, the signage, the irrigation, the landscaping, the street signage, the gates and any such Neighborhood Common Property as may be designated from time to time. All such Neighborhood Assessments shall be levied in the manner provided in the Declaration.

5. Neighborhood Committee. The Owners of Lots in The Estates may elect a Neighborhood Committee to act on behalf of the Neighborhood for the purposes set forth in the Declaration.

6. Architectural Guidelines. With respect to the review required under Article VII of the Declaration, the ACC or Developer, as applicable, shall consider the following provisions in connection with their respective reviews of The Estates, together with any architectural guidelines issued by the ACC or Developer from time to time. Specific references to the ACC or Developer in these provisions shall not be construed as a limitation of the general review power of the ACC or Developer, as set forth in the Declaration.

a. Building Type. No building shall be erected, altered, placed or permitted to remain on a Lot or Reconfigured Lot, other than one detached single family Residence which shall not exceed thirty-five feet (35') in height and shall have a private and enclosed garage for not less than two (2) cars.

b. Minimum Residence Size. All Residences constructed on the Seventy-Five Foot (75') Lots in The Estates shall contain a minimum of Two Thousand (2,000) square feet of heated and air conditioned space, excluding all patios, balconies, decks, garages. All Residences constructed on the Eighty-Five Foot (85') Lots in The Estates shall contain a minimum of Two Thousand One Hundred (2,100) square feet of heated and air conditioned space, excluding all patios, balconies, decks, garages.

c. Roofs. All Residences constructed on the Seventy-Five Foot (75') Lots in The Estates shall have a roof pitch of at least 6/12. All Residences constructed on the Eighty-Five Foot (85') Lots in The Estates shall have a roof pitch of at least 6/12. Flat roofs and protrusions through roofs for power ventilators or other apparatus shall not be permitted unless approved by Developer, in its sole discretion, as a part of the Initial Improvements. Roofing and shingle material shall be approved by Developer as to color and material. Any reroofing or reshingling of the Residence other than with the same materials and same color shall be approved by the ACC.

d. Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television, shall be run underground from the connecting points to the Residence in a manner acceptable to the governing utility authority.

e. Garages. All Residences shall be constructed with a garage which will house at least two (2) but no more than three (3) vehicles. No carports will be permitted unless approved by Developer or the ACC, as applicable. Garage doors shall be kept closed except when automobiles are entering or leaving the garage. No garage shall at any time be used as a Residence or converted to become part of the Residence, except if another garage is constructed in compliance with the provisions

hereof. Provided, however, a garage may be used by Developer or builder as a sales office during the marketing of the Property.

f. Driveway Construction. All Residences shall have a paved driveway of stable and permanent construction of a width of at least sixteen feet (16'), but not less than door to door width, at the entrance of the garage. All driveways must be constructed with approved materials.

g. Fences and Walls. Without limiting the provisions of any other term hereof, the composition and location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets. Any fence, wall, hedge or other similar structure must be included in the Plan submitted to the ACC with respect to the location, height and type of material and must be approved by the ACC.

h. Ancillary Structures. Unless approved by Developer or the ACC, as applicable, as to use, location and architectural design, no garage, tool, guest quarters, or storage buildings can be constructed separate and apart from the Residence, nor can any such structures be constructed prior to construction of the Residence. Any such permitted ancillary structures, such as detached garages, guest quarters, or storage buildings shall be constructed of the same materials and in the same architectural style as the Residence, and shall be subject to the same setback lines, approvals of the ACC, and other restrictions applicable to the Residence itself.

i. Antennae and Other Devices. Unless prior written approval has been obtained from Developer or the ACC, as applicable, no exterior radio or television antenna, satellite dish or other receiving or transmitting device, antenna, aerial, solar panel or other solar collector, windmill, or any similar, exterior structure or apparatus may be erected or maintained anywhere within the Property, except in compliance with the regulations of the Federal Communications Commission and this Supplemental Declaration. In considering whether to approve such devices, the ACC shall consider the size of the device and whether it is visible from other Lots or any road.

j. Artificial Vegetation. No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot within The Estates, unless approved by Developer or the ACC.

k. Lighting. No external lighting shall be installed without the prior approval of Developer or the ACC, as applicable. No lighting will be permitted which alters the residential character of the Property.

l. Recreational Structures. All basketball backboards, tennis courts, and play structures shall be located at the rear of the Residence or on the inside portion of corner Lots within the setback lines, provided however, any basketball backboards shall be located so as to minimize noise to adjoining Residences and no basketball backboards may be installed adjacent to the street or on any cul-de-sac. No platform, doghouse, tennis court, playhouse, or play fort shall be constructed on any part of a Lot located in front of the rear line of the Residence, and any such structure shall have prior approval of Developer or the ACC, as applicable. Any portion of a Reconfigured Lot used for recreational purposes must be adequately screened in the front and sides by landscaping, fencing or walls, as approved by the ACC or Developer, as applicable, so that such uses shall not be visible from any road.

m. Window Air Conditioners. No window or wall air conditioning units will be permitted. All air conditioner compressors shall be screened from view, insulated by a fence, wall or shrubbery so as to minimize noise.

n. Window Coverings. No reflective window coverings or treatments shall be permitted on any Residence within The Estates. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards in the area where the Lot is located.

o. Mailboxes. No mailbox, paper box or other receptacle of any kind for any use in the delivery of mail, newspapers, magazines, packages, or similar materials shall be erected on any Lot without the approval of the ACC or Developer, as applicable, as to style and location. If required by the U. S. Postal Service, mail delivery may be made to a centralized box location at any time that the U. S. Postal Services requires a change in the method of delivery. Owners shall install the required receptacles as approved by the ACC.

p. Energy Conservation. Solar energy and other energy conservation devices are not prohibited or discouraged, but the design and appearance of such devices will be closely scrutinized and controlled by the ACC or Developer, as applicable, to assure consistency with the aesthetic standards of the Property. Use of clotheslines or other exterior clothes drying facilities shall not be permitted on the Common Property or any other part of the Property where they would be visible from any road or Lots.

q. Interference with Roads or Easements. Without limiting or qualifying the other provisions of this Declaration, nothing shall be erected, constructed, planted, or otherwise placed in such a position so as to create a hazard or block the

vision of motorists upon any public roads within or adjacent to the Property. No modification, alteration, or improvement shall interfere with the easements or other rights set forth in this Declaration.

r. Special Taxing District. Developer or the City of Tampa may impose on The Estates a Special Taxing District for maintenance of the street lights, and to pay the power bill for the street lights and all Owners of Lots within The Estates agree to join in same if such Owner owns any of the Lots at the time the District is created.

7. Amendments and Modifications. The Board of Directors and the ACC may from time to time adopt and amend rules and regulations governing the details of the operation, use, maintenance and control of the Residences, Lots, Common Property and any facilities or services made available to the Owners. A copy of the rules and regulations adopted from time to time as herein provided shall be given to each Owner.

8. Compliance. It shall be the responsibility of all Owners, family members of Owners, and their authorized guests and tenants to conform with and abide by the rules and regulations in regard to the use of the Residences, Lots, and Common Property which may be adopted in writing from time to time by the Board of Directors and the ACC, and to see that all persons using the Owner's Lot(s) do likewise.

9. Personal Services. The employees of the Association shall not be required to attend to any personal matters or business of Owners, nor shall they be permitted to leave the Property on any private business of Owners. The uses and functions of such employees shall be governed by the Board of Directors. In the event personal services are provided to Owners by any employees of the Association, the Association will not assume any responsibility or be liable for, in any manner, the quality of such services or work provided, nor shall it warrant such services or work. In addition, the Association shall not be liable for any injury to persons or damage to property resulting from any act or omission by those performing such personal work or services for Owners.

**IN WITNESS WHEREOF**, the undersigned has caused this Supplemental Declaration to be executed in its name, the day and year first above written.

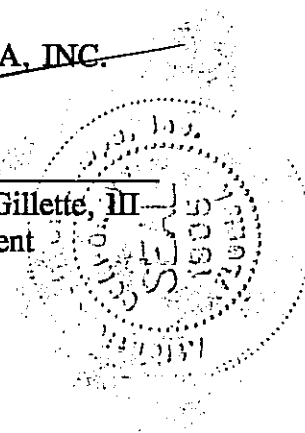
Signed, sealed and delivered  
in the presence of:

Sharon A. Hudson  
Print Name Sharon A. Hudson

Mary Ann Locking  
Print Name MARY ANN LOCKING

ATLANTIC GULF OF TAMPA, INC.

By: [Signature]  
Print Name J. Thomas Gillette, III  
Its President



STATE OF FLORIDA

COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of April, 1997, by J. Thomas Gillette, III, as the President of Atlantic Gulf of Tampa, Inc., a Florida corporation, for and on behalf of said corporation. He is personally known to me and did not take an oath.

Sharon A. Hudson  
Notary Public, State of Florida  
Print Name SHARON A. HUDSON  
My commission expires: 12/11/99  
Commission No.: CC499074

TPA2-394642.3  
37534-64  
04/09/97 (11:16am)



SHARON A. HUDSON  
My Comm Exp. 12/11/99  
Bonded By Service Ins  
No. CC499074  
 Personally Known     Other I.D.

726

Prepared by and return to:  
James H. Shimberg, Jr., Esquire ✓  
Holland & Knight  
400 North Ashley Drive, Suite 2050  
Tampa, Florida 33602

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
WEST MEADOWS**

**(West Meadows Parcel 5, Phase I)  
(70' Lots)**

**RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY**

NOV 20 PM 1:46

**THIS SUPPLEMENTAL DECLARATION** is made this 18th day of November, 1996, by **ATLANTIC GULF OF TAMPA, INC.**, a Florida corporation, hereinafter referred to as "Developer," who recites and provides:

**RECITALS:**

A. Developer has subjected certain lands owned by it to the Declaration of Covenants, Conditions, Restrictions and Easements for West Meadows, recorded in Official Records Book 8359, Page 1515 of the public records of Hillsborough County, Florida ("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 property to be annexed to the Declaration to reflect the different character of such lands.

C. On the date hereof, Developer has subjected certain property more fully described on Exhibit A attached hereto and made a part hereof ("Parcel 5, Phase I Land") to the Declaration and Developer desires to record this Supplemental Declaration to subject the Parcel 5, Phase I Land to the additional terms set forth herein.

Lots 1-3, Block 5, and Lots 1-44, Block 6, WEST MEADOWS, PARCEL 5, PHASE I, to be recorded in the public records of Hillsborough County, Florida.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby declares as follows:

96290067

1. Subject Land. The Parcel 5, Phase I Land was subjected to the terms and conditions of the Declaration and by the recording of this Supplemental Declaration, the Parcel 5, Phase I Land is hereby subjected to the additional terms and conditions set forth herein, all of which shall be covenants running with the land and shall be binding upon and inure to the benefit of all owners of all or any part of the Parcel 5, Phase I Land, their successors, assigns and mortgagees.

All capitalized terms contained in this Supplemental Declaration shall have the same definitions as set forth in the Declaration.

2. Architectural Guidelines. With respect to the review required under Article VII of the Declaration, the ACC or Developer, as applicable, shall consider the following provisions in connection with their respective reviews, together with any architectural guidelines issued by the ACC or Developer from time to time. Specific references to the ACC or Developer in these provisions shall not be construed as a limitation of the general review power of the ACC or Developer, as set forth in the Declaration.

a. Building Type. No building shall be erected, altered, placed or permitted to remain on and Lot or Reconfigured Lot, other than one detached single family Residence which shall not exceed thirty five (35') feet in height and shall have a private and enclosed garage for not less than two (2) cars.

b. Minimum Residence Size. All Residences constructed on the Parcel 5, Phase I shall contain a minimum of one thousand nine hundred (1,900) square feet of heated and air conditioned space, excluding all patios, balconies, decks, garages.

c. Set Backs. All Residences in the Parcel 5, Phase I Land shall be located within the following set back restrictions:

- Front yard set backs - 20 feet
- Side yard set backs - 5 feet
- Interior lot rear yard set backs - 20 feet
- Corner lot side yard set backs - 15 feet
- Corner lot rear yard set backs - 12 feet

In addition to the foregoing, all Lots fronting the subdivision internal collector road shall have twenty five foot (25') front yard set back restrictions from the road right of way. The rear yard set back restrictions for all Lots where the rear lot line is contiguous with West Meadows Boulevard shall be thirty five feet (35').

The foregoing set back requirements may be waived by a written instrument executed by the Developer or ACC as Developer or ACC may deem necessary and convenient in their sole discretion.

d. Roofs. All Residences in the Parcel 5, Phase I Land shall have a roof pitch of at least 6/12. Flat roofs and protrusions through roofs for power ventilators or other apparatus shall not be permitted unless approved by Developer, in its sole discretion, as a part of the Initial Improvements. Roofing and shingle material shall be approved by Developer as to color and material. Any reroofing or reshingling of the Residence other than with the same materials and same color shall be approved by the ACC.

e. Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television, shall be run underground from the connecting points to the Residence in a manner acceptable to the governing utility authority.

f. Garages. All Residences shall be constructed with a garage which will house at least two (2) but no more than three (3) vehicles. No carports will be permitted unless approved by Developer or the ACC, as applicable. Garage doors shall be kept closed except when automobiles are entering or leaving the garage. No garage shall at any time be used as a Residence or converted to become part of the Residence, except if another garage is constructed in compliance with the provisions hereof. Provided, however, a garage may be used by Developer or builder as a sales office during the marketing of the Property.

g. Driveway Construction. All Residences shall have a paved driveway of stable and permanent construction of a width of at least sixteen (16) feet, but not less than door to door width, at the entrance of the garage. All driveways must be constructed with approved materials.

h. Fences and Walls. Without limiting the provisions of any other term hereof, the composition and location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets. Any fence, wall, hedge or other similar structure must be included in the Plan submitted to the ACC with respect to the location, height and type of material and must be approved by the ACC.

i. Ancillary Structures. Unless approved by Developer or the ACC, as applicable, as to use, location and architectural design, no garage, tool, guest quarters, or storage buildings can be constructed separate and apart from the Residence, nor can any such structures be constructed prior to construction of the Residence. Any such permitted ancillary structures, such as detached garages, guest quarters, or storage buildings shall be constructed of the same materials and in the same architectural style as the Residence, and shall be subject to the same setback lines, approvals of the ACC, and other restrictions applicable to the Residence itself.

j. Antennae and Other Devices. Unless prior written approval has been obtained from Developer or the ACC, as applicable, no exterior radio or television antenna, satellite dish or other receiving or transmitting device, antenna, aerial, solar panel or other solar collector, windmill, or any similar, exterior structure or apparatus may be erected or maintained anywhere within the Property. In considering whether to approve such devices, the ACC shall consider the size of the device and whether it is visible from other Lots or any road.

k. Artificial Vegetation. No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot within the Parcel 5, Phase I Land, unless approved by Developer or the ACC.

l. Lighting. No external lighting shall be installed without the prior approval of Developer or the ACC, as applicable. No lighting will be permitted which alters the residential character of the Property.

m. Recreational Structures. All basketball backboards, tennis courts, and play structures shall be located at the rear of the Residence or on the inside portion of corner Lots within the setback lines, provided however, any basketball backboards shall be located so as to minimize noise to adjoining Residences and no basketball backboards may be installed adjacent to the street or on any cul-de-sac. No platform, doghouse, tennis court, playhouse, or play fort shall be constructed on any part of a Lot located in front of the rear line of the Residence, and any such structure shall have prior approval of Developer or the ACC, as applicable. Any portion of a Reconfigured Lot used for recreational purposes must be adequately screened in the front and sides by landscaping, fencing or walls, as approved by the ACC or Developer, as applicable, so that such uses shall not be visible from any road.

n. Window Air Conditioners. No window or wall air conditioning units will be permitted. All air conditioner compressors shall be screened from view, insulated by a fence, wall or shrubbery so as to minimize noise.

o. Window Coverings. No reflective window coverings or treatments shall be permitted on any Residence within the Parcel 5, Phase I Land. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards in the area where the Lot is located.

p. Mailboxes. No mailbox, paper box or other receptacle of any kind for any use in the delivery of mail, newspapers, magazines, packages, or similar materials shall be erected on any Lot without the approval of the ACC or Developer, as applicable, as to style and location. If required by the U. S. Postal Service, mail delivery may be made to a centralized box location at any time that the U. S. Postal Services requires a change in the method of delivery. Owners shall install the required receptacles as approved by the ACC.

q. Energy Conservation. Solar energy and other energy conservation devices are not prohibited or discouraged, but the design and appearance of such devices will be closely scrutinized and controlled by the ACC or Developer, as applicable, to assure consistency with the aesthetic standards of the Property. Use of clotheslines or other exterior clothes drying facilities shall not be permitted on the Common Property or any other part of the Property where they would be visible from any road or Lots.

r. Interference with Roads or Easements. Without limiting or qualifying the other provisions of this Declaration, nothing shall be erected, constructed, planted, or otherwise placed in such a position so as to create a hazard or block the vision of motorists upon any public roads within or adjacent to the Property. No modification, alteration, or improvement shall interfere with the easements or other rights set forth in this Declaration.

s. Special Taxing District. Developer or the City of Tampa may impose on the Parcel 5, Phase I land a Special Taxing District for maintenance of the street lights, and to pay the power bill for the street lights and Builder agrees to join in same if Builder owns any of the Lots at the time the District is created.

3. Amendments and Modifications. The Board of Directors and the ACC may from time to time adopt and amend rules and regulations governing the details of the operation, use, maintenance and control of the Residences, Lots, Common Property and any facilities or services made available to the Owners. A copy of the rules and regulations adopted from time to time as herein provided shall be given to each Owner.

4. Compliance. It shall be the responsibility of all Owners, family members of Owners, and their authorized guests and tenants to conform with and abide by the rules and regulations in regard to the use of the Residences, Lots, and Common Property which may be adopted in writing from time to time by the Board of Directors and the ACC, and to see that all persons using the Owner's Lot(s) do likewise.

5. Personal Services. The employees of the Association shall not be required to attend to any personal matters or business of Owners, nor shall they be permitted to leave the Property on any private business of Owners. The uses and functions of such employees shall be governed by the Board of Directors. In the event personal services are provided to Owners by any employees of the Association, the Association will not assume any responsibility or be liable for, in any manner, the quality of such services or work provided, nor shall it warrant such services or work. In addition, the Association shall not be liable for any injury to persons or damage to property resulting from any act or omission by those performing such personal work or services for Owners.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed in its name, the day and year first above written.

Signed, sealed and delivered in the presence of:

ATLANTIC GULF OF TAMPA, INC.

[Signature]  
Print Name GLENN MARVIN

By: [Signature]  
Print Name J. THOMAS GILLETTE III  
Its President

[Signature]  
Print Name J. ADAM NEWBAUGH

STATE OF FLORIDA

COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of November, 1996, by J. Thomas Gillette, as the President of Atlantic Gulf of Tampa, Inc., a Florida corporation, for and on behalf of said corporation. He is personally known to me and did not take an oath.

[Signature]  
Notary Public, State of Florida  
Print Name SHARON A. HUDSON  
My commission expires: 12/11/99  
Commission No.: CC499074



SHARON A. HUDSON  
My Comm Exp. 12/11/99  
Bonded By Service Ins  
No. CC499074  
 Personally Known     Other I.D.

WEST MEADOWS PARCEL "5" PHASE 1  
(Plat)

DESCRIPTION: A parcel of land lying in Sections 11 and 12, Township 27 South, Range 19 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Southwest corner of said Section 12, run thence along the West boundary of said Section 12, N.00°56'05"E., 1795.22 feet to a point on the Northerly right-of-way line of NEW TAMPA BOULEVARD, as recorded in Official Record Book 8357, Page 1937, Public Records of Hillsborough County, Florida, said point also being the POINT OF BEGINNING; thence along said Northerly right-of-way line, N.73°32'42"W., 138.59 feet; thence N.22°27'18"E., 798.64 feet; thence N.16°15'45"E., 22.22 feet; thence N.28°15'27"E., 57.96 feet; thence N.45°32'26"E., 50.30 feet; thence N.25°00'00"E., 463.08 feet; thence S.42°00'00"E., 360.04 feet; thence N.48°00'00"E., 94.39 feet; thence S.42°00'00"E., 224.64 feet; thence S.81°00'00"E., 26.95 feet; thence S.09°00'00"W., 146.79 feet; thence S.86°42'06"E., 44.77 feet; thence N.87°17'46"E., 49.00 feet; thence S.74°49'25"E., 47.19 feet; thence S.83°08'44"E., 47.05 feet; thence S.79°12'50"E., 77.08 feet; thence S.62°37'19"E., 42.75 feet; thence S.63°40'42"E., 44.92 feet; thence S.59°04'06"E., 44.98 feet; thence N.61°08'29"E., 40.33 feet; thence S.56°00'00"E., 142.95 feet; thence N.34°00'00"E., 415.00 feet to a point of curvature; thence Northerly, 39.27 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.11°00'00"W., 35.36 feet); thence N.34°00'00"E., 50.00 feet to a point on a curve; thence Easterly, 39.27 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.79°00'00"E., 35.36 feet) to a point of tangency; thence N.34°00'00"E., 220.79 feet; thence S.56°00'00"E., 60.00 feet; thence N.65°00'00"E., 114.50 feet; thence S.88°00'00"E., 50.43 feet; thence N.76°34'46"E., 432.19 feet; thence S.04°30'04"E., 22.40 feet; thence S.47°19'16"E., 64.58 feet; thence S.39°59'31"E., 17.51 feet; thence S.14°44'29"E., 64.96 feet; thence S.29°24'44"W., 29.96 feet; thence S.21°15'40"E., 1.52 feet; thence N.89°59'50"E., 1119.40 feet; thence S.33°30'00"W., 2120.23 feet to a point on the aforesaid Northerly right-of-way line of NEW TAMPA BOULEVARD, the following five (5) courses: 1) N.73°32'42"W., 453.60 feet to a point of curvature; 2) Westerly, 664.32 feet along the arc of a curve to the left having a radius of 5075.00 feet and a central angle of 07°30'00" (chord bearing N.77°17'42"W., 663.84 feet) to a point of tangency; 3) N.81°02'42"W., 425.00 feet to a point of curvature; 4) Westerly, 644.68 feet along the arc of a curve to the right having a radius of 4925.00 feet and a central angle of 07°30'00" (chord bearing N.77°17'42"W., 644.22 feet) to a point of tangency; 5) N.73°32'42"W., 366.63 feet to the POINT OF BEGINNING.

Containing 97.837 acres, more or less.

AGC-WM-042  
WP-130.00:WM51-P  
VR  
WFS

March 11, 1996  
November 20, 1996

Prepared by and return to:  
James H. Shimberg, Jr., Esquire  
Holland & Knight  
400 North Ashley Drive, Suite 2050  
Tampa, Florida 33602

INSTR # 98229975  
OR BK 09176 PG 0030  
RECORDED 08/06/98 04:33 PM  
RICHARD AKE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK D Ruprecht

AMENDED AND RESTATED  
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
WEST MEADOWS

(West Meadows Parcel 5, Phase 2)  
(60' Lots)

THIS AMENDED AND RESTATED SUPPLEMENTAL DECLARATION is made as of the 4th day of August, 1998, by ATLANTIC GULF OF TAMPA, INC., a Florida corporation, hereinafter referred to as "Developer," who recites and provides:

RECTALS:

A. Developer has subjected certain lands owned by it to the Declaration of Covenants, Conditions, Restrictions and Easements for West Meadows, recorded in Official Records Book 8359, Page 1515 of the public records of Hillsborough County, Florida ("Declaration"), as amended in Official Records, Book 8429, Page 1589 of the Public Records of Hillsborough County, Florida.

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 property to be annexed to the Declaration to reflect the different character of such lands.

C. On the date hereof, Developer has subjected certain property more fully described on Exhibit A attached hereto and made a part hereof ("Parcel 5, Phase 2 Land") to the Declaration and Developer desires to record this Supplemental Declaration to subject the Parcel 5, Phase 2 Land to the additional terms set forth herein.

Lots 19-48, Block 4, and Lots 12-25, Block 5, WEST MEADOWS, PARCEL 5, PHASE 2, as recorded in Plat Book 83, Page 75 of the public records of Hillsborough County,

Florida.

D. Developer intends to convey the Lots in the Parcel 5, Phase 2 Land to builders for the purpose of constructing single family homes thereon. Certain terms and conditions of this Amended and Restated Supplemental Declaration apply only to builders during the period within which construction is taking place and such provisions are so specified herein.

E. This document is intended to replace in its entirety the Supplemental Declaration recorded in Official Record Book 09075, Page 1977 of the public records of Hillsborough County, Florida on June 8, 1998 which incorrectly referred to these lots as 70' lots instead of 60' lots and established a minimum square footage requirement of 1,900 instead of 1,600. To the extent any provision of the Amended and Restated Supplemental Declaration is inconsistent with the Supplemental Declaration, the Amended and Restated Supplemental Declaration shall control.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby declares as follows:

1. Subject Land. The Parcel 5, Phase 2 Land was subjected to the terms and conditions of the Declaration and by the recording of this Supplemental Declaration, the Parcel 5, Phase 2 Land is hereby subjected to the additional terms and conditions set forth herein, all of which shall be covenants running with the land and shall be binding upon and inure to the benefit of all owners of all or any part of the Parcel 5, Phase 2 Land, their successors, assigns and mortgagees.

All capitalized terms contained in this Amended and Restated Supplemental Declaration shall have the same definitions as set forth in the Declaration.

2. Architectural Guidelines. With respect to the review required under Article VII of the Declaration, the ACC or Developer, as applicable, shall consider the following provisions in connection with their respective reviews, together with any architectural guidelines issued by the ACC or Developer from time to time. Specific references to the ACC or Developer in these provisions shall not be construed as a limitation of the general review power of the ACC or Developer, as set forth in the Declaration.

a. Building Type. No building shall be erected, altered, placed or permitted to remain on and Lot or Reconfigured Lot, other than one detached single family Residence which shall not exceed thirty five (35') feet in height and shall have a private and enclosed garage for not less than two (2) cars.

b. Minimum Residence Size. All Residences constructed on the Parcel 5, Phase 2 shall contain a minimum of one thousand six hundred (1,600) square feet of heated and air conditioned space, excluding all patios, balconies, decks, garages.

c. Set Backs. All Residences in the Parcel 5, Phase 2 Land shall be located within the following set back restrictions:

Front yard set backs	-	20 feet
Side yard set backs	-	5 feet
Interior lot rear yard set backs	-	20 feet
Corner lot side yard set backs	-	15 feet
Corner lot rear yard set backs	-	12 feet

In addition to the foregoing, all Lots fronting the subdivision internal collector road shall have twenty five foot (25') front yard set back restrictions from the road right of way. The rear yard set back restrictions for all Lots where the rear lot line is contiguous with West Meadows Boulevard shall be thirty five feet (35').

The foregoing set back requirements may be waived by a written instrument executed by the Developer or ACC as Developer or ACC may deem necessary and convenient in their sole discretion.

d. Roofs. All Residences in the Parcel 5, Phase 2 Land shall have a roof pitch of at least 6/12. Flat roofs and protrusions through roofs for power ventilators or other apparatus shall not be permitted unless approved by Developer, in its sole discretion, as a part of the Initial Improvements. Roofing and shingle material shall be approved by Developer as to color and material. Any reroofing or reshingling of the Residence other than with the same materials and same color shall be approved by the ACC.

e. Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television, shall be run underground from the connecting points to the Residence in a manner acceptable to the governing utility authority.

f. Garages. All Residences shall be constructed with a garage which will house at least two (2) but no more than three (3) vehicles. No carports will be permitted unless approved by Developer or the ACC, as applicable. Garage doors shall be kept closed except when automobiles are entering or leaving the garage. No garage shall at any time be used as a Residence or converted to become part of the Residence, except if another garage is constructed in compliance with the provisions hereof. Provided, however, a garage may be used by Developer or builder as a sales office during the marketing of the Property.

g. Driveway Construction. All Residences shall have a paved driveway of stable and permanent construction of a width of at least sixteen (16) feet, but not less than door to door width, at the entrance of the garage. All driveways must be constructed with

approved materials.

h. Fences and Walls. Without limiting the provisions of any other term hereof, the composition and location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets. Any fence, wall, hedge or other similar structure must be included in the Plan submitted to the ACC with respect to the location, height and type of material and must be approved by the ACC.

i. Ancillary Structures. Unless approved by Developer or the ACC, as applicable, as to use, location and architectural design, no garage, tool, guest quarters, or storage buildings can be constructed separate and apart from the Residence, nor can any such structures be constructed prior to construction of the Residence. Any such permitted ancillary structures, such as detached garages, guest quarters, or storage buildings shall be constructed of the same materials and in the same architectural style as the Residence, and shall be subject to the same setback lines, approvals of the ACC, and other restrictions applicable to the Residence itself.

j. Antennae and Other Devices. Unless prior written approval has been obtained from Developer or the ACC, as applicable, no exterior radio or television antenna, satellite dish or other receiving or transmitting device, antenna, aerial, solar panel or other solar collector, windmill, or any similar, exterior structure or apparatus may be erected or maintained anywhere within the Property. In considering whether to approve such devices, the ACC shall consider the size of the device and whether it is visible from other Lots or any road.

k. Artificial Vegetation. No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot within the Parcel 5, Phase 2 Land, unless approved by Developer or the ACC.

l. Lighting. No external lighting shall be installed without the prior approval of Developer or the ACC, as applicable. No lighting will be permitted which alters the residential character of the Property.

m. Recreational Structures. All basketball backboards, tennis courts, and play structures shall be located at the rear of the Residence or on the inside portion of corner Lots within the setback lines, provided however, any basketball backboards shall be located so as to minimize noise to adjoining Residences and no basketball backboards may be installed adjacent to the street or on any cul-de-sac. No platform, doghouse,

tennis court, playhouse, or play fort shall be constructed on any part of a Lot located in front of the rear line of the Residence, and any such structure shall have prior approval of Developer or the ACC, as applicable. Any portion of a Reconfigured Lot used for recreational purposes must be adequately screened in the front and sides by landscaping, fencing or walls, as approved by the ACC or Developer, as applicable, so that such uses shall not be visible from any road.

n. Window Air Conditioners. No window or wall air conditioning units will be permitted. All air conditioner compressors shall be screened from view, insulated by a fence, wall or shrubbery so as to minimize noise.

o. Window Coverings. No reflective window coverings or treatments shall be permitted on any Residence within the Parcel 5, Phase 2 Land. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards in the area where the Lot is located.

p. Mailboxes. No mailbox, paper box or other receptacle of any kind for any use in the delivery of mail, newspapers, magazines, packages, or similar materials shall be erected on any Lot without the approval of the ACC or Developer, as applicable, as to style and location. If required by the U. S. Postal Service, mail delivery may be made to a centralized box location at any time that the U. S. Postal Services requires a change in the method of delivery. Owners shall install the required receptacles as approved by the ACC.

q. Energy Conservation. Solar energy and other energy conservation devices are not prohibited or discouraged, but the design and appearance of such devices will be closely scrutinized and controlled by the ACC or Developer, as applicable, to assure consistency with the aesthetic standards of the Property. Use of clotheslines or other exterior clothes drying facilities shall not be permitted on the Common Property or any other part of the Property where they would be visible from any road or Lots.

r. Interference with Roads or Easements. Without limiting or qualifying the other provisions of this Declaration, nothing shall be erected, constructed, planted, or otherwise placed in such a position so as to create a hazard or block the vision of motorists upon any public roads within or adjacent to the Property. No modification, alteration, or improvement shall interfere with the easements or other rights set forth in this Declaration.

s. Special Taxing District. Developer or the City of Tampa may impose on the Parcel 5, Phase 2 land a Special Taxing District for maintenance of the street lights, and to pay the power bill for the street lights and Builder agrees to join in same if Builder owns any of the Lots at the time the District is created.

3. Amendments and Modifications. The Board of Directors and the ACC may from time to time adopt and amend rules and regulations governing the details of the operation, use, maintenance and control of the Residences, Lots, Common Property and any facilities or services made available to the Owners. A copy of the rules and regulations adopted from time to time as herein provided shall be given to each Owner.

4. Compliance. It shall be the responsibility of all Owners, family members of Owners, and their authorized guests and tenants to conform with and abide by the rules and regulations in regard to the use of the Residences, Lots, and Common Property which may be adopted in writing from time to time by the Board of Directors and the ACC, and to see that all persons using the Owner's Lot(s) do likewise.

5. Personal Services. The employees of the Association shall not be required to attend to any personal matters or business of Owners, nor shall they be permitted to leave the Property on any private business of Owners. The uses and functions of such employees shall be governed by the Board of Directors. In the event personal services are provided to Owners by any employees of the Association, the Association will not assume any responsibility or be liable for, in any manner, the quality of such services or work provided, nor shall it warrant such services or work. In addition, the Association shall not be liable for any injury to persons or damage to property resulting from any act or omission by those performing such personal work or services for Owners.

IN WITNESS WHEREOF, the undersigned has caused this Amended and Restated Supplemental Declaration to be executed in its name, the day and year first above written.

Signed, sealed and delivered in the presence of:

ATLANTIC GULF OF TAMPA, INC.

Heather Christie  
Print Name Heather Christie

By: Harry Lerner  
Print Name: Harry Lerner  
Its Vice President

David A. Wright  
Print Name DAVID A. WRIGHT

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 4 day of August, 1998, by Harry Lerner, as the Vice President of Atlantic Gulf of Tampa, Inc., a Florida corporation, for and on behalf of said corporation. He is personally known to me and did not take an oath.

Julie A. Best  
Notary Public, State of Florida  
Print Name Julie A. Best

My commission expires:  
Commission No.:

TPA3-564653

08/04/98 (3:33PM)



Julie A Best  
My Commission CC580570  
Expires Aug. 27, 2000

## EXHIBIT A

Parcel 5, Phase 2 Land

WEST MEADOWS PARCEL "5" PHASE 2  
(PLAT)

DESCRIPTION: A parcel of land lying in Section 12, Township 27 South, Range 19 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Southwest corner of said Section 12, run thence along the West boundary of said Section 12, N.00°56'05"E., 1795.22 feet to a point on Southerly boundary of WEST MEADOWS PARCEL "5" PHASE 1, according to the plat thereof as recorded in Plat Book 79, Page 32, Public Records of Hillsborough County, Florida; thence along said Southerly boundary, N.73°32'42"W., 138.59 feet to the Southwest corner of said WEST MEADOWS PARCEL "5" PHASE 1; thence along the Westerly boundary of said WEST MEADOWS PARCEL "5" PHASE 1, the following five (5) courses: 1) N.22°27'18"E., 798.64 feet; 2) N.16°15'45"E., 22.22 feet; 3) N.28°15'27"E., 57.96 feet; 4) N.45°32'26"E., 50.30 feet; 5) N.25°00'00"E., 463.08 feet to the Northwest corner of said WEST MEADOWS PARCEL "5" PHASE 1, and the POINT OF BEGINNING; thence continue N.25°00'00"E., 88.30 feet; thence S.81°25'06"E., 325.09 feet to the Southwest corner of WEST MEADOWS ELEMENTARY SCHOOL SITE, according to the plat thereof as recorded in Plat Book --, Page --, Public Records of Hillsborough County, Florida; thence along the Southerly boundary of said WEST MEADOWS ELEMENTARY SCHOOL SITE the following eight (8) courses: 1) continue S.81°25'06"E., 66.33 feet; 2) N.75°00'00"E., 82.27 feet; 3) N.89°00'00"E., 82.27 feet; 4) N.06°00'00"E., 51.51 feet; 5) S.87°14'40"E., 322.75 feet; 6) S.72°47'43"E., 103.17 feet; 7) S.76°11'15"E., 363.81 feet; 8) S.56°00'00"E., 51.97 feet to a point on the Northerly boundary of the aforesaid plat of WEST MEADOWS PARCEL "5" PHASE 1; thence along said Northerly boundary the following twenty (20) courses: 1) S.34°00'00"W., 220.79 feet to a point of curvature; 2) Westerly, 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.79°00'00"W., 35.36 feet); 3) S.34°00'00"W., 50.00 feet to a point on a curve; 4) Southerly, 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.11°00'00"E., 35.36 feet) to a point of tangency; 5) S.34°00'00"W., 415.00 feet; 6) N.56°00'00"W., 142.95 feet; 7) S.61°08'29"W., 40.33 feet; 8) N.59°04'06"W., 44.98 feet; 9) N.63°40'42"W., 44.92 feet; 10) N.62°37'19"W., 42.75 feet; 11) N.79°12'50"W., 77.08 feet; 12) N.83°08'44"W., 47.05 feet; 13) N.74°49'25"W., 47.19 feet; 14) S.87°17'46"W., 49.00 feet; 15) N.86°42'06"W., 44.77 feet; 16) N.09°00'00"E., 146.79 feet; 17) N.81°00'00"W., 26.95 feet; 18) N.42°00'00"W., 224.64 feet; 19) S.48°00'00"W., 94.39 feet; 20) N.42°00'00"W., 360.04 feet to the POINT OF BEGINNING.

Containing 13.994 acres, more or less.

12/2/96

Prepared by and return to: ✓  
James H. Shimberg, Jr.  
Holland & Knight  
400 North Ashley Drive, Suite 2300  
Tampa, Florida 33602

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
WEST MEADOWS**

**(West Meadows Parcel 5, Phase I)**

**[Sixty (60') Foot Lots]**

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**THIS SUPPLEMENTAL DECLARATION** is made this 18th day of November, 1996, by **ATLANTIC GULF OF TAMPA, INC.**, a Florida corporation, hereinafter referred to as "Developer," who recites and provides:

**RECITALS:**

A. Developer has subjected certain lands owned by it to the Declaration of Covenants, Conditions, Restrictions and Easements for West Meadows, recorded in Official Records Book 8359, Page 1515 of the public records of Hillsborough County, Florida, as it may have been supplemented and amended from time to time ("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 property to be annexed to the Declaration to reflect the different character of such lands.

C. On the date hereof, Developer has subjected certain property more fully described on Exhibit A attached hereto and made a part hereof ("Parcel 5, Phase I Land") to the Declaration and Developer desires to record this Supplemental Declaration to subject the Parcel 5, Phase I Land to the additional terms set forth herein.

D. Developer intends to convey the Lots in the Parcel 5, Phase I Land to builders for the purpose of constructing single family homes thereon. Certain terms and conditions of this Supplemental Declaration apply only to builders during the period within which construction is taking place and such provisions are so specified herein.

Lots 1-17, Block 1, Lots 1-11, Block 2, Lots 1-11, Block 3, and Lots 1-18, Block 4, WEST MEADOWS, Parcel 5, PHASE I, to be recorded in the public records of Hillsborough County, Florida.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby declares as follows:

1. Subject Land. The Parcel 5, Phase I Land was subjected to the terms and conditions of the Declaration and by the recording of this Supplemental Declaration, the Parcel 5, Phase I Land is hereby subjected to the additional terms and conditions set forth herein, all of which shall be covenants running with the land and shall be binding upon and inure to the benefit of all owners of all or any part of the Parcel 5, Phase I Land, their successors, assigns and mortgagees.

All capitalized terms contained in this Supplemental Declaration shall have the same definitions as set forth in the Declaration.

2. Architectural Guidelines. With respect to the review required under Article VII of the Declaration, the ACC or Developer, as applicable, shall consider the following provisions in connection with their respective reviews, together with any architectural guidelines issued by the ACC or Developer from time to time. Specific references to the ACC or Developer in these provisions shall not be construed as a limitation of the general review power of the ACC or Developer, as set forth in the Declaration.

The specific provisions set forth herein and in the Declaration may be further supplemented by certain performance criteria and guidelines which are published from time to time by Developer and which may be different for different Parcels within West Meadows. Developer and Builder have approved such additional guidelines for the Parcel 5, Phase I Land, which are available at Developer's office.

In connection with any Initial Improvements, a Builder may elect to submit standard Plans for any Initial Improvements and typical site plans for the Lots and upon approval of such standard Plans and typical site plans, Builder may build the Initial Improvements in accordance with such pre-approved Plans and typical site plans on any Lot within the Parcel 5, Phase I Land without further approval by the Developer.

a. Building Type. No building shall be erected, altered, placed or permitted to remain on and Lot or Reconfigured Lot, other than one detached single family Residence which shall not exceed thirty five (35') feet in height and shall have a private and enclosed garage for not less than two (2) cars.

b. Minimum Residence Size. All Residences constructed on the Parcel 5, Phase I shall contain a minimum of one thousand six hundred (1,600) square feet of heated and air conditioned space, excluding all patios, balconies, decks, garages.

c. Set Backs. All Residences in the Parcel 5, Phase I Land shall be located within the following set back restrictions:

Front yard set backs	-	20 feet
Side yard set backs	-	5 feet
Interior lot rear yard set backs	-	20 feet
Corner lot side yard set backs	-	15 feet
Corner lot rear yard set backs	-	12 feet

In addition to the foregoing, all Lots fronting the subdivision internal collector road shall have twenty five foot (25') front yard set back restrictions from the road right of way. The rear yard set back restrictions for all Lots where the rear lot line is contiguous with West Meadows Boulevard shall be thirty five feet (35').

The foregoing set back requirements may be waived by a written instrument executed by the Developer or ACC as Developer or ACC may deem necessary and convenient in their sole discretion.

d. Roofs. All Residences in the Parcel 5, Phase I Land shall have a roof pitch of at least 6/12. Flat roofs and protrusions through roofs for power ventilators or other apparatus shall not be permitted unless approved by Developer, in its sole discretion, as a part of the Initial Improvements. Roofing and shingle material shall be approved by Developer as to color and material. Any reroofing or reshingling of the Residence other than with the same materials and same color shall be approved by the ACC.

e. Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television, shall be run underground from the connecting points to the Residence in a manner acceptable to the governing utility authority.

f. Garages. All Residences shall be constructed with a garage which will house at least two (2) but no more than three (3) vehicles. No carports will be permitted unless approved by Developer or the ACC, as applicable. Garage doors shall be kept closed except when automobiles are entering or leaving the garage. No garage shall at any time be used as a Residence or converted to become part of the Residence, except if another garage is constructed in compliance with the provisions hereof. Provided, however, a garage may be used by Developer or builder as a sales office during the marketing of the Property.

g. Driveway Construction. All Residences shall have a paved driveway of stable and permanent construction of a width of at least sixteen (16) feet, but not less than door to door width, at the entrance of the garage. All driveways must be constructed with approved materials.

h. Fences and Walls. Without limiting the provisions of any other term hereof, the composition and location and height of any fence or wall to be constructed on any Lot

shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets. Any fence, wall, hedge or other similar structure must be included in the Plan submitted to the ACC with respect to the location, height and type of material and must be approved by the ACC.

i. Ancillary Structures. Unless approved by Developer or the ACC, as applicable, as to use, location and architectural design, no garage, tool, guest quarters, or storage buildings can be constructed separate and apart from the Residence, nor can any such structures be constructed prior to construction of the Residence. Any such permitted ancillary structures, such as detached garages, guest quarters, or storage buildings shall be constructed of the same materials and in the same architectural style as the Residence, and shall be subject to the same setback lines, approvals of the ACC, and other restrictions applicable to the Residence itself.

j. Antennae and Other Devices. Unless prior written approval has been obtained from Developer or the ACC, as applicable, no exterior radio or television antenna, satellite dish or other receiving or transmitting device, antenna, aerial, solar panel or other solar collector, windmill, or any similar, exterior structure or apparatus may be erected or maintained anywhere within the Property. In considering whether to approve such devices, the ACC shall consider the size of the device and whether it is visible from other Lots or any road.

k. Artificial Vegetation. No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot within the Parcel 5, Phase I Land, unless approved by Developer or the ACC.

l. Lighting. No external lighting shall be installed without the prior approval of Developer or the ACC, as applicable. No lighting will be permitted which alters the residential character of the Property.

m. Recreational Structures. All basketball backboards, tennis courts, and play structures shall be located at the rear of the Residence or on the inside portion of corner Lots within the setback lines, provided however, any basketball backboards shall be located so as to minimize noise to adjoining Residences and no basketball backboards may be installed adjacent to the street or on any cul-de-sac. No platform, doghouse, tennis court, playhouse, or play fort shall be constructed on any part of a Lot located in front of the rear line of the Residence, and any such structure shall have prior approval of Developer or the ACC, as applicable. Any portion of a Reconfigured Lot used for recreational purposes must be adequately screened in the front and sides by landscaping, fencing or walls, as approved by the ACC or Developer, as applicable, so that such uses shall not be visible from any road.

n. Window Air Conditioners. No window or wall air conditioning units will be permitted. All air conditioner compressors shall be screened from view, insulated by a fence, wall or shrubbery so as to minimize noise.

o. Window Coverings. No reflective window coverings or treatments shall be permitted on any Residence within the Parcel 5, Phase I Land. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards in the area where the Lot is located.

p. Mailboxes. No mailbox, paper box or other receptacle of any kind for any use in the delivery of mail, newspapers, magazines, packages, or similar materials shall be erected on any Lot without the approval of the ACC or Developer, as applicable, as to style and location. If required by the U. S. Postal Service, mail delivery may be made to a centralized box location at any time that the U. S. Postal Services requires a change in the method of delivery. Owners shall install the required receptacles as approved by the ACC.

q. Energy Conservation. Solar energy and other energy conservation devices are not prohibited or discouraged, but the design and appearance of such devices will be closely scrutinized and controlled by the ACC or Developer, as applicable, to assure consistency with the aesthetic standards of the Property. Use of clotheslines or other exterior clothes drying facilities shall not be permitted on the Common Property or any other part of the Property where they would be visible from any road or Lots.

r. Interference with Roads or Easements. Without limiting or qualifying the other provisions of this Declaration, nothing shall be erected, constructed, planted, or otherwise placed in such a position so as to create a hazard or block the vision of motorists upon any public roads within or adjacent to the Property. No modification, alteration, or improvement shall interfere with the easements or other rights set forth in this Declaration.

s. Special Taxing District. Developer or the City of Tampa may impose on the Parcel 5, Phase I land a Special Taxing District for maintenance of the street lights, and to pay the power bill for the street lights and Builder agrees to join in same if Builder owns any of the Lots at the time the District is created.

t. Builder Signs. In addition to the regulations relating to signs set forth in the Declaration, Builder shall not erect any signs (on the Parcel 5, Phase I Land or elsewhere) pertaining to the Parcel 5, Phase I Land or the Initial Improvements until Plans for such signs have been approved by the Developer as a part of the Initial Improvements. In connection with the construction of the Model Home(s), as hereinafter provided, Builder may install one sign, approved as provided above, which shall be no larger than nine (9) square feet, and which may include the logo of the West Meadows development, which shall be placed on the Lot on which the Model Home(s) are constructed, for so long as the Model Home(s) is used for such purposes.

u. Model Homes. Builder shall construct and maintain at least one (1) Model Home on the Parcel 5, Phase I Land, which shall be fully furnished, decorated and landscaped in a first class manner so as to optimize merchandizing and aesthetic appeal and in such regard, Builder shall landscape the Lots on which the Model Homes are constructed with mature trees and shrubs pursuant to the landscape plan approved as a part of the Initial Improvements. Builder shall be solely responsible for staffing model homes and selling the Residences on the Property.

v. Construction Standards.

(1) Completion of Construction. Builder shall complete the construction of all Initial Improvements on each Lot (including without limitation, the landscaping) and obtain a certificate of occupancy for each Residence, within five (5) months following the commencement of construction, subject to Force majeure.

(2) Installation of Sidewalks. Builder shall install sidewalks on all Lots in accordance with the sidewalk plan approved by the City of Tampa and all applicable governmental regulations.

(3) Tree Plantings. Builder agrees it shall plant a minimum of three (3) trees per Lot, which trees shall have a minimum diameter of two inches (2"), measured six inches (6") above grade and shall otherwise comply with the City of Tampa Tree Board and the City of Tampa Single Family Home Tree Planting Requirements.

3. Name of the Development. Without acquiring any proprietary or other interest in the name "West Meadow", or in the project name designated by Developer for the Parcel 5, Phase I Land, Builder, but no other Owner, may elect to use the phrase "West Meadows" as the last portion of the name of the Parcel 5, Phase I Land and may promote such name in all signs and advertising relating to the Parcel 5, Phase I Land in accordance with the License Agreement between Builder and Developer.

4. Governmental and Utility Charges. The Builder shall be required to pay any and all impact fees (including without limitation, those fees assessed for governmental services, schools, roads, and parks) imposed against the Parcel 5, Phase I Land and shall pay other permitting fees imposed against the Parcel 5, Phase I Land in connection with the City of Tampa and County of Hillsborough requirements for construction of the Initial Improvements. Builder shall also be required to pay any utility connection charge for the water and sewer imposed by any governmental body or utility company.

5. Builder Contracts with Purchasers. In connection the Builder constructing Residences for purchase by Owners, Builder shall be required to fully disclose to such Owners at the time execution of their purchase and sale agreements the following, the form of such disclosure shall be approved by developer, such approval not to be unreasonably withheld:

a. All information with respect to the Tampa Palms Open Space and Transportation Community Development District, or any successor community development district, as required by Section 190.048, Florida Statutes.

b. Copies of the Declaration, this Supplemental Declaration and the disclosures required by Section 689.26, Florida Statutes.

c. West Meadows is being developed by Developer. Neither Developer nor any related party is a co-venturer, partner, stockholder, or affiliate of the Builder and therefore neither Developer nor any related party is a guarantor of the performance by Seller of any of its obligations to the owner as set forth in the purchase and sale agreement or otherwise.

6. Existing Governmental Approvals. Developer and its predecessors in title have obtained certain zoning, planning and environmental approvals for development of the Property and the surrounding portions of West Meadows. Builder acknowledges and agrees to adhere to all development and design criteria contained in the City of Tampa Land Development Regulations and the proposed Developer's Agreement between the City and Developer together with any amendments thereto.

7. Future Governmental Approvals and Submissions. Builder shall not, without the prior written consent of Developer, which consent shall not be unreasonably withheld or delayed: (i) make any submissions to, nor meet with, any governmental authority for the purpose of changing or modifying any existing zoning, plat, site plan, or other development plan affecting the Parcel 5, Phase I Land filed with any such authority; (ii) file any new plat, site plan, or other development plan affecting the Parcel 5, Phase I Land with any governmental authority; or (iii) except for changes which are consistent with the approved Plans, make any request or submission which requires discretionary action on the part of any governmental authority. Duplicate copies of all intended submissions, applications, written communications and requests shall be submitted to Developer for such prior review, and, if Developer consents to same, Developer shall thereafter be informed of all dates and times for meetings between Builder and the appropriate governmental personnel, and Developer shall be entitled to have a representative present at all such meetings. Any refusal to consent shall be in writing and given within fifteen (15) days after request, together with the specific reasons for the disapproval. Developer's failure to timely disapprove a request in writing with reasons specified shall automatically be deemed an acceptance of the request.

Notwithstanding the foregoing, and in addition to all other provisions contained in the Declaration and this Supplemental Declaration, Builder agrees that any governmental approvals which Builder may seek shall be consistent with all existing governmental approvals obtained by Developer, including without limitation, any Development Agreements by and between Developer and governmental entities. Further Builder agrees that it will not take any of the following actions, which might have an adverse impact on the potential development of portions of West Meadows lying outside of the Parcel 5, Phase I Land: (i) rezone all or a portion of the

Parcel 5, Phase I Land; (ii) change the use or contemplated use of all or a portion of the Parcel 5, Phase I Land; or (iii) change the density of all or a portion of the Parcel 5, Phase I Land. The foregoing agreement of Builder is made in recognition of the fact that Developer, as a material inducement to selling the Parcel 5, Phase I Land to Builder, insisted that Builder agree that it would not do, permit, fail to do, or fail to permit anything that might adversely impact Developer's development of any portion of West Meadows outside of the Parcel 5, Phase I Land and that, but for such agreement, Developer would not have sold the Parcel 5, Phase I Land to Builder.

Builder agrees that it will not object to any application or request made by Developer for a special use, variance, zoning change, development permit application, development agreement or any such similar governmental approval with respect to any portion of West Meadows, as long as such special use, variance, zoning change, application or approval does not materially and adversely affect the Parcel 5, Phase I Land or Builder's intended use of the Parcel 5, Phase I Land for the construction of single family residences on the Lots.

Notwithstanding anything to the contrary in this Agreement, the foregoing shall not be deemed to require Developer's consent, further review, or participation in any submissions, meetings, or other contacts with governmental authorities with respect to Builder's obtainment of building permits and other approvals and permits necessary for construction of the Improvements.

8. General Governmental Regulation. Builder acknowledges that the City of Tampa and Hillsborough County and other duly constituted governmental authorities may, at any time in the future, further regulate and restrict the use of the Parcel 5, Phase I Land; the character, location, size, and use of improvements to be constructed thereon; the preservation of trees; the disposition of earth; the preservation of wetlands; and other matters relating to the development and use of the Parcel 5, Phase I Land. Builder covenants and agrees that it will strictly observe and comply with all governmental regulations and restrictions applicable from time to time to the Parcel 5, Phase I Land or any part thereof, whether in effect on the date of hereof or on any subsequent date; provided that the foregoing shall not limit Builder's rights to contest the applicability of such regulations to the Parcel 5, Phase I Land or to seek a variance therefrom.

Builder further agrees that it will, for no consideration, grant, upon request by any governmental authority, public utility, or Developer, easements or rights-of-way for the installation and maintenance of public utilities and other services, including, without limitation, telephone lines, power lines, gas mains, water mains, sewer and drainage mains and facilities, and cable television lines, provided that said easements or rights-of-way do not interfere with the siting or construction of Improvements in accordance with approved Plans. Builder agrees to execute such documents as may be reasonably required to evidence Builder's agreements as set forth in this paragraph and to impose similar covenants and requirements in any agreements entered into by Builder, its permitted grantees, assignees and mortgagees.

9. Damage to Improvements. Builder shall be responsible for relocating, replacing, or repairing damage to: (i) any site improvements installed on the Parcel 5, Phase I Land by Developer (including, without limitation, any water lines, storm sewers, sanitary sewers, grade stakes, surveyors' markers, curbs, sidewalks, hydrants, valves, water meter boxes, storm or sanitary sewer connections, electric cables, transformers, telephone and cable television lines and appurtenances, drainage structures, and landscaping),; and (ii) any improvements located outside the Parcel 5, Phase I Land, whether owned by Developer, by others, designated as Common Areas for West Meadows or dedicated to the public, including all roads and sidewalks; where such relocation, replacement, or repair is made necessary by the location of Improvements on the Parcel 5, Phase I Land, or by any negligent action or omission of Builder or any of its agents, employees, workmen, or contractors.

10. Road Clearance. Builder agrees to keep all road rights-of-way in West Meadows and outside the Parcel 5, Phase I Land reasonably clear of machinery, equipment, building materials, debris, and earth deposited by Builder, its agents, contractors, subcontractors, or third party homebuilders, so that the employees, agents, or contractors of Developer, and all other persons, may proceed with the installation of utilities and service and with all other lawful work or occupancy without interruption and in a condition suitable for marketing. Builder further agrees not to obstruct any granted utility or right-of-way easement to the Parcel 5, Phase I Land, nor to impede access by governmental authorities, utility companies or Developer, or their respective contractors or residents of the Parcel 5, Phase I Land or West Meadows.

11. Construction Details. It shall be Builder's sole responsibility to grade and create swales on or about the Parcel 5, Phase I Land to assure proper on-site drainage, consistent with all governmental approvals and regulations and the approved engineering plans for the Parcel 5, Phase I Land. Builder agrees to keep the Parcel 5, Phase I Land in a reasonably neat and orderly condition during construction of all Improvements, and to comply with all reasonable requests of Developer or any governmental agency with respect to the appearance of the Parcel 5, Phase I Land during construction. Builder shall provide, at a minimum, wire fenced areas for containment of construction debris, which shall be emptied not less than once a week. Builder agrees that all supplies and building materials shall be stored only in areas reasonably approved by Developer. Developer will respond to such requests within three (3) days and shall specify in writing the reasons for any disapproval. Any request not approved or disapproved within three (3) shall be deemed approved. Builder will remove all construction debris upon the completion of construction in each area. Builder agrees that its vehicles and the vehicles of any of its contractors, agents, or suppliers will follow only such routes of egress and ingress to the Parcel 5, Phase I Land as may be reasonably designated by Developer, and that at all times the roadways of West Meadows will be kept free of waste and debris caused by Builder's construction. No weeds, underbrush, or other unsightly growths shall be permitted to remain upon the Parcel 5, Phase I Land under development or previously developed but unsold Lots, and no waste, trash, refuse, or unsightly objects shall be allowed to remain anywhere on the Parcel 5, Phase I Land or West Meadows.

12. Developer's Right to Cure. If Builder fails after reasonable notice to perform its obligations under this Supplemental Declaration, then in addition to all other rights and remedies

of the Developer under the Declaration and this Supplemental Declaration, Developer may perform such obligations as Developer in its reasonable discretion may deem necessary, and Builder shall reimburse Developer for the cost thereof plus twenty percent (20%) for overhead, within five (5) days following written demand therefor. If Builder does not reimburse Developer as provided herein, such amount shall be required to be paid, together with interest thereon, at the highest rate permitted by law.

13. Amendments and Modifications. The Board of Directors and the ACC may from time to time adopt and amend rules and regulations governing the details of the operation, use, maintenance and control of the Residences, Lots, Common Parcel 5, Phase I Land and any facilities or services made available to the Owners. A copy of the rules and regulations adopted from time to time as herein provided shall be given to each Owner.

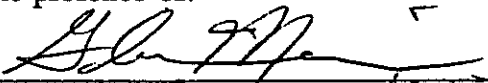
14. Compliance. It shall be the responsibility of all Owners, family members of Owners, and their authorized guests and tenants to conform with and abide by the rules and regulations in regard to the use of the Residences, Lots, and Common Parcel 5, Phase I Land which may be adopted in writing from time to time by the Board of Directors and the ACC, and to see that all persons using the Owner's Lot(s) do likewise.

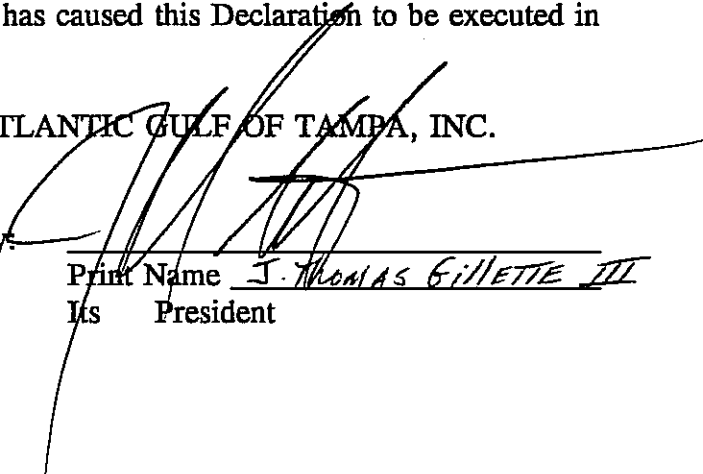
15. Personal Services. The employees of the Association shall not be required to attend to any personal matters or business of Owners, nor shall they be permitted to leave the West Meadows on any private business of Owners. The uses and functions of such employees shall be governed by the Board of Directors. In the event personal services are provided to Owners by any employees of the Association, the Association will not assume any responsibility or be liable for, in any manner, the quality of such services or work provided, nor shall it warrant such services or work. In addition, the Association shall not be liable for any injury to persons or damage to property resulting from any act or omission by those performing such personal work or services for Owners.

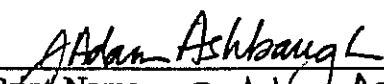
IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed in its name, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

ATLANTIC GULF OF TAMPA, INC.

  
Print Name GLENN MARVIN

By:   
Print Name J. THOMAS GILLETTE III  
Its President

  
Print Name J. Adam Ashbaugh

STATE OF FLORIDA

COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of November, 1996, by J. Thomas Silletto as the President of Atlantic Gulf of Tampa, Inc., a Florida corporation, for and on behalf of said corporation. He is personally known to me and did not take an oath.

Sharon A. Hudson  
Notary Public, State of Florida  
Print Name SHARON A. HUDSON  
My commission expires: 12/11/99  
Commission No.: CC499074



SHARON A. HUDSON  
My Comm Exp. 12/11/99  
Bonded By Service Ins  
No. CC499074  
 Personally Known     Other I.D.

EXHIBIT A

WEST MEADOWS PARCEL "5" PHASE 1  
(Plat)

DESCRIPTION: A parcel of land lying in Sections 11 and 12, Township 27 South, Range 19 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Southwest corner of said Section 12, run thence along the West boundary of said Section 12, N.00°56'05"E., 1795.22 feet to a point on the Northerly right-of-way line of NEW TAMPA BOULEVARD, as recorded in Official Record Book 8357, Page 1937, Public Records of Hillsborough County, Florida, said point also being the POINT OF BEGINNING; thence along said Northerly right-of-way line, N.73°32'42"W., 138.59 feet; thence N.22°27'18"E., 798.64 feet; thence N.16°15'45"E., 22.22 feet; thence N.28°15'27"E., 57.96 feet; thence N.45°32'26"E., 50.30 feet; thence N.25°00'00"E., 463.08 feet; thence S.42°00'00"E., 360.04 feet; thence N.48°00'00"E., 94.39 feet; thence S.42°00'00"E., 224.64 feet; thence S.81°00'00"E., 26.95 feet; thence S.09°00'00"W., 146.79 feet; thence S.86°42'06"E., 44.77 feet; thence N.87°17'46"E., 49.00 feet; thence S.74°49'25"E., 47.19 feet; thence S.83°08'44"E., 47.05 feet; thence S.79°12'50"E., 77.08 feet; thence S.62°37'19"E., 42.75 feet; thence S.63°40'42"E., 44.92 feet; thence S.59°04'06"E., 44.98 feet; thence S.61°08'29"E., 40.33 feet; thence S.56°00'00"E., 142.95 feet; thence S.34°00'00"E., 415.00 feet to a point of curvature; thence Northerly, 39.27 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.11°00'00"W., 35.36 feet); thence N.34°00'00"E., 50.00 feet to a point on a curve; thence Easterly, 39.27 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.79°00'00"E., 35.36 feet) to a point of tangency; thence N.34°00'00"E., 220.79 feet; thence S.56°00'00"E., 60.00 feet; thence N.65°00'00"E., 114.50 feet; thence S.88°00'00"E., 50.43 feet; thence N.76°34'46"E., 432.19 feet; thence S.04°30'04"E., 22.40 feet; thence S.47°19'16"E., 64.58 feet; thence S.39°59'31"E., 17.51 feet; thence S.14°44'29"E., 64.96 feet; thence S.29°24'44"W., 29.96 feet; thence S.21°15'40"E., 1.52 feet; thence S.89°59'50"E., 1119.40 feet; thence S.33°30'00"W., 2120.23 feet to a point on the aforesaid Northerly right-of-way line of NEW TAMPA BOULEVARD, the following five (5) courses: 1) N.73°32'42"W., 453.60 feet to a point of curvature; 2) Westerly, 664.32 feet along the arc of a curve to the left having a radius of 5075.00 feet and a central angle of 07°30'00" (chord bearing N.77°17'42"W., 663.84 feet) to a point of tangency; 3) S.81°02'42"W., 425.00 feet to a point of curvature; 4) Westerly, 644.68 feet along the arc of a curve to the right having a radius of 4925.00 feet and a central angle of 07°30'00" (chord bearing N.77°17'42"W., 644.22 feet) to a point of tangency; 5) N.73°32'42"W., 366.63 feet to the POINT OF BEGINNING.

Containing 97.837 acres, more or less.

GC-WM-042  
P-130.00:WM51-P  
R  
FS

March 11, 1996  
November 20, 1996

FROM HOLLAND &amp; KNIGHT TAMPA

(MON) 6.15' 98 14:58/ST. 14:57/NO. 4200024104 F 3



Prepared by and return to:  
 James H. Shimberg, Jr.  
 Holland & Knight LLP  
 400 North Ashley Drive, Suite 2300  
 Tampa, Florida 33602

INSTR # 98145306  
 OR BK 09057 PG 1599  
 RECORDED 05/29/98 09:49 AM  
 RICHARD ARE CLERK OF COURT  
 HILLSBOROUGH COUNTY  
 DEPUTY CLERK F Teeter

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
 RESTRICTIONS AND EASEMENTS  
 FOR  
 WEST MEADOWS**

(West Meadows Parcel 4, Phase 3)

[Fifty Foot (50') Lots]

THIS SUPPLEMENTAL DECLARATION is made this 7<sup>th</sup> day of May, 1998, by ATLANTIC GULF OF TAMPA, INC., a Florida corporation, hereinafter referred to as "Developer," who recites and provides:

**RECITALS:**

A. Developer has subjected certain lands owned by it to the Declaration of Covenants, Conditions, Restrictions and Easements for West Meadows, recorded in Official Records Book 8359, Page 1515 of the public records of Hillsborough County, Florida ("Declaration") as amended, in Official Records Book 8429, Page 1589 of the Public Records of Hillsborough County, Florida.

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 property to be annexed to the Declaration to reflect the different character of such lands.

C. On the date hereof, Developer has subjected certain property more fully described on Exhibit A attached hereto and made a part hereof ("Parcel 4, Phase 3 Land") to the Declaration and Developer desires to record this Supplemental Declaration to subject the Parcel 4, Phase 3 Land to the additional terms set forth herein.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby declares as follows:

1. Subject Land. The Parcel 4, Phase 3 Land was subjected to the terms and conditions of the Declaration and by the recording of this Supplemental Declaration, the Parcel 4, Phase 3 Land is hereby subjected to the additional terms and conditions set forth herein, all of which shall be covenants running with the land and shall be binding upon and inure to the benefit of all owners of all or any part of the Parcel 4, Phase 3 Land, their successors, assigns and mortgagees.

All capitalized terms contained in this Supplemental Declaration shall have the same definitions as set forth in the Declaration.

2. Architectural Guidelines. With respect to the review required under Article VII of the Declaration, the ACC or Developer, as applicable, shall consider the following provisions in connection with their respective reviews, together with any architectural guidelines issued by the ACC or Developer from time to time. Specific references to the ACC or Developer in these provisions shall not be construed as a limitation of the general review power of the ACC or Developer, as set forth in the Declaration.

a. Building Type. No building shall be erected, altered, placed or permitted to remain on and Lot or Reconfigured Lot, other than one detached single family Residence which shall not exceed thirty five (35') feet in height and shall have a private and enclosed garage for not less than two (2) cars.

b. Minimum Residence Size. All Residences constructed on the Parcel 4, Phase 3 shall contain a minimum of one thousand three hundred (1,300) square feet of heated and air conditioned space, excluding all patios, balconies, decks, garages.

c. Set Backs. All Residences in the Parcel 4, Phase 3 Land shall be located within the following set back restrictions:

Front yard set backs	-	20 feet
Side yard set backs	-	5 feet
Interior lot rear yard set backs	-	20 feet
Corner lot side yard set backs	-	15 feet
Corner lot rear yard set backs	-	12 feet

In addition to the foregoing, all Lots fronting the subdivision internal collector road shall have twenty five foot (25') front yard set back restrictions from the road right of way. The rear yard set back restrictions for all Lots where the rear lot line is contiguous with West Meadows Boulevard shall be thirty five feet (35').

The foregoing set back requirements may be waived by a written instrument executed by the Developer or ACC as Developer or ACC may deem necessary and convenient in their sole discretion.

d. Roofs. All Residences in the Parcel 4, Phase 3 Land shall have a roof pitch of at least 6/12. Flat roofs and protrusions through roofs for power ventilators or other apparatus shall not be permitted unless approved by Developer, in its sole discretion, as a part of the Initial Improvements. Roofing and shingle material shall be approved by Developer as to color and material. Any reroofing or reshingling of the Residence other than with the same materials and same color shall be approved by the ACC.

e. Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television, shall be run underground from the connecting points to the Residence in a manner acceptable to the governing utility authority.

f. Garages. All Residences shall be constructed with a garage which will house at least two (2) but no more than three (3) vehicles. No carports will be permitted unless approved by Developer or the ACC, as applicable. Garage doors shall be kept closed except when automobiles are entering or leaving the garage. No garage shall at any time be used as a Residence or converted to become part of the Residence, except if another garage is constructed in compliance with the provisions hereof. Provided, however, a garage may be used by Developer or builder as a sales office during the marketing of the Property.

g. Driveway Construction. All Residences shall have a paved driveway of stable and permanent construction of a width of at least sixteen (16) feet, but not less than door to door width, at the entrance of the garage. All driveways must be constructed with approved materials.

h. Fences and Walls. Without limiting the provisions of any other term hereof, the composition and location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets. Any fence, wall, hedge or other similar structure must be included in the Plan submitted to the ACC with respect to the location, height and type of material and must be approved by the ACC.

i. Ancillary Structures. Unless approved by Developer or the ACC, as applicable, as to use, location and architectural design, no garage, tool, guest quarters, or storage buildings can be constructed separate and apart from the Residence, nor can any such structures be constructed prior to construction of the Residence. Any such permitted ancillary structures, such as detached garages, guest quarters, or storage buildings shall be constructed of the same materials and in the same architectural style as the Residence, and shall be subject to the same setback lines, approvals of the ACC, and other restrictions applicable to the Residence itself.

j. Antennae and Other Devices. Unless prior written approval has been obtained from Developer or the ACC, as applicable, no exterior radio antenna, satellite dish, DBS satellite dishes greater than one meter (39") in diameter or other receiving or transmitting device, antenna, aerial, solar panel or other solar collector, windmill, or any similar, exterior structure or apparatus may be erected or maintained anywhere within the Property. In considering whether to approve such devices, the ACC shall consider the size of the device and whether it is visible from other Lots or any road.

k. Artificial Vegetation. No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot within the Parcel 4, Phase 3 Land, unless approved by Developer or the ACC.

l. Lighting. No external lighting shall be installed without the prior approval of Developer or the ACC, as applicable. No lighting will be permitted which alters the residential character of the Property.

m. Recreational Structures. All play structures shall be located at the rear of the Residence or on the inside portion of corner Lots within the setback lines, provided however, any basketball backboards shall be located so as to minimize noise to adjoining Residences and no basketball backboards may be installed adjacent to the street or on any cul-de-sac. No platform, doghouse, tennis court, playhouse, or play fort shall be constructed on any part of a Lot located in front of the rear line of the Residence, and any such structure shall have prior approval of Developer or the ACC, as applicable. Any portion of a Reconfigured Lot used for recreational purposes must be adequately screened in the front and sides by landscaping, fencing or walls, as approved by the ACC or Developer, as applicable, so that such uses shall not be visible from any road.

n. Window Air Conditioners. No window or wall air conditioning units will be permitted. All air conditioner compressors shall be screened from view, insulated by a fence, wall or shrubbery so as to minimize noise.

o. Window Coverings. No reflective window coverings or treatments shall be permitted on any Residence within the Parcel 4, Phase 3 Land. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards in the area where the Lot is located.

p. Mailboxes. No mailbox, paper box or other receptacle of any kind for any use in the delivery of mail, newspapers, magazines, packages, or similar materials shall be erected on any Lot without the approval of the ACC or Developer, as applicable, as to style and location. If required by the U. S. Postal Service, mail delivery may be made to a centralized box location at any time that the U. S. Postal Services requires a change in the method of delivery. Owners shall install the required receptacles as approved by the ACC.

q. Energy Conservation. Solar energy and other energy conservation devices are not prohibited or discouraged, but the design and appearance of such devices will be closely scrutinized and controlled by the ACC or Developer, as applicable, to assure consistency with the aesthetic standards of the Property. Use of clotheslines or other exterior clothes drying facilities shall not be permitted on the Common Property or any other part of the Property where they would be visible from any road or Lots.

r. Interference with Roads or Easements. Without limiting or qualifying the other provisions of this Declaration, nothing shall be erected, constructed, planted, or otherwise placed in such a position so as to create a hazard or block the vision of motorists upon any public roads within or adjacent to the Property. No modification, alteration, or improvement shall interfere with the easements or other rights set forth in this Declaration.

s. Special Taxing District. Developer or the City of Tampa may impose on the Parcel 4, Phase 3 land a Special Taxing District for maintenance of the street lights, and to pay the power bill for the street lights and Builder agrees to join in same if Builder owns any of the Lots at the time the District is created.

3. Amendments and Modifications. The Board of Directors and the ACC may from time to time adopt and amend rules and regulations governing the details of the operation, use, maintenance and control of the Residences, Lots, Common Property and any facilities or services made available to the Owners. A copy of the rules and regulations adopted from time to time as herein provided shall be given to each Owner.

4. Compliance. It shall be the responsibility of all Owners, family members of Owners, and their authorized guests and tenants to conform with and abide by the rules and regulations in regard to the use of the Residences, Lots, and Common Property which may be adopted in writing from time to time by the Board of Directors and the ACC, and to see that all persons using the Owner's Lot(s) do likewise.

5. Personal Services. The employees of the Association shall not be required to attend to any personal matters or business of Owners, nor shall they be permitted to leave the Property on any private business of Owners. The uses and functions of such employees shall be governed by the Board of Directors. In the event personal services are provided to Owners by any employees of the Association, the Association will not assume any responsibility or be liable for, in any manner, the quality of such services or work provided, nor shall it warrant such services or work. In addition, the Association shall not be liable for any injury to persons or damage to property resulting from any act or omission by those performing such personal work or services for Owners.

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Declaration to be executed in its name, the day and year first above written.

Signed, sealed and delivered in the presence of:

ATLANTIC GULF OF TAMPA, INC.

David A. Wright  
Print Name DAVID A. WRIGHT

By: Harvey Lerner  
Print Name Harvey Lerner  
Its: Vice President

Joyce Schwartz  
Print Name JOYCE SCHWARTZ

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 7 day of May, 1998, by Harvey Lerner, as the Vice President of Atlantic Gulf of Tampa, Inc., a Florida corporation, for and on behalf of said corporation. He is personally known to me and did not take an oath.

Joyce Schwartz  
Notary Public, State of Florida  
Print Name JOYCE SCHWARTZ  
My commission expires:  
Commission No.:



JOYCE SCHWARTZ  
My Commission CC427281  
Expires Feb 28 1999  
Bonded by HAI  
800-422 1565

OR BOOK 09057 PAGE 1605

**EXHIBIT A**

Parcel 4, Phase 3 Land

Lots 12-22, Block 3, Lots 24-33, Block 8, Lots 5-32, all in Block 9, WEST MEADOWS, PARCEL 4, PHASE 3, as recorded in Plat Book 83, Page 30 of the public records of Hillsborough County, Florida.

**DESCRIPTION:** A parcel of land lying in Sections 11 and 12, Township 27 South, Range 19 East, Hillsborough County, Florida, and being more particularly described as follows:

**BEGINNING** at the Southeast corner of said Section 11, run thence along the South boundary of said Section 11, N.89°45'19"W., 514.71 feet; thence NORTH, 630.36 feet; thence N.71°01'21"W., 23.90 feet; thence N.46°36'22"W., 30.35 feet; thence N.04°19'13"E., 28.35 feet; thence S.67°53'21"E., 30.63 feet; thence S.58°35'52"E., 38.90 feet; thence N.19°16'20"E., 23.44 feet; thence N.12°00'00"E., 110.36 feet; thence S.63°00'00", 248.49 feet; thence EAST, 370.00 feet; thence SOUTH, 90.00 feet; thence EAST, 50.00 feet to a point on a curve; thence Southeasterly, 39.27 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 90° 00' 00" (chord bearing S.45°00'00"E., 35.36 feet) to a point of tangency; thence EAST, 85.00 feet; thence NORTH, 320.00 feet; thence N.89°54'28"E., 337.52 feet to a point on the Westerly boundary of WEST MEADOWS PARCEL "4" PHASES 1 AND 2, according to the plat thereof as recorded in Plat Book 7, Page 31, Public Records of Hillsborough County, Florida; thence along said Westerly boundary the following two (2) courses:  
1) S.25°09'00"E., 542.83 feet; 2) S.00°00'17"W., 506.94 feet to a point on the South boundary of the aforesaid Section 12; thence along said South boundary, N.89°59'43"W., 884.04 feet to the **POINT OF BEGINNING**.

Containing 26.694 acres, more or less.

Prepared by and Return to  
James H. Shimberg, Jr.  
Holland & Knight  
P.O. Box 1288  
Tampa, FL 33601-1288

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m

NOTICE OF ASSESSMENTS - 1997

WEST MEADOWS PROPERTY OWNERS' ASSOCIATION, INC.

This Notice is made as of the 1st day of January 1997, by WEST MEADOWS PROPERTY OWNERS' ASSOCIATION, INC., a Florida not for profit corporation ("Association").

RECITALS:

A. The Association is the not for profit corporation responsible for the operation and maintenance of certain lands commonly referred to as "West Meadows" pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements for West Meadows recorded in Official Records Book 8359, page 1515 of the public records of Hillsborough County, Florida, as amended, (the "Declaration").

B. Pursuant to the terms and conditions of the Declaration, the Association is authorized to levy certain Assessments (as more fully defined in the Declaration) against the Lots which are subject to the terms and conditions of the Declaration and which are due and payable from the Owners thereof.

C. The Declaration sets forth certain Maximum Annual Assessments and the Board is authorized to set the actual Annual Assessments for each year at an amount equal to or less than the maximum provided for in the Declaration.

D. In order to facilitate the transfer of Lots and to specifically put all third parties on notice as to the amount of the Annual Assessments due and owing with respect to the Lots subject to the Declaration, the Association hereby places a notice of the 1997 Annual Assessments, due and owing under the Declaration.

NOW THEREFORE, notice is hereby given that pursuant to the terms and conditions of Article VI of the Declaration, the following Annual Assessments are due:

- 1. The following Lots are commonly referred to as "Mallard Landing":

Lots 1-33, Block 5, WEST MEADOWS, PARCEL 5, PHASE I, according to the plat thereof, as recorded in Plat Book 79, page 32, of the public records of Hillsborough County, Florida.

The Annual Assessment for the foregoing Lots for 1997 is \$150.00.

- 2. The following Lots are commonly referred to as "Eagles Landing":

1997 FEB 14 PM 3:40

97039030

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

Lots 1-44, Block 6, WEST MEADOWS, PARCEL 5, PHASE I, according to the plat thereof, as recorded in Plat Book 79, page 32, of the public records of Hillsborough County, Florida.

The Annual Assessment for the foregoing Lots for 1997 is \$150.00.

3. The following Lots are commonly referred to as "Hawks Landing":

Lots 1-17, Block 1, Lots 1-11, Block 2, Lots 1-11, Block 3 and Lots 1-18, Block 4, WEST MEADOWS, PARCEL 5, PHASE I, according to the plat thereof, as recorded in Plat Book 79, page 32, of the public records of Hillsborough County, Florida.

The Annual Assessment for the foregoing Lots for 1997 is \$150.00.

4. The following Lots are commonly referred to as "Watergrass":

Lots 1-14, Block 1, Lots 1-20, Block 2, Lots 1-11, Block 3, Lots 1-25, Block 4, Lots 1-4, Block 5, and Lots 1-4, Block 6, WEST MEADOWS, PARCEL 4, PHASES 1 and 2, according to the plat thereof, as recorded in Plat Book 79, page 31, of the public records of Hillsborough County, Florida.

The Annual Assessment for the foregoing Lots for 1997 is \$150.00.

Any other Lots which are from time to time subjected to the terms and conditions of the Declaration by recording of a Supplemental Declaration are also subject to the Annual Assessments set forth above for 1997. Provided however, pursuant to the terms of the Declaration, Atlantic Gulf of Tampa, Inc. ("Developer") is not subject to Assessments but is funding the deficit.

5. This notice is recorded only for the purposes of setting forth the 1997 Annual Assessments for Lots subject to the Declaration and shall not be construed as limiting any other Assessments or costs as set forth in the Declaration. All Lots may be subjected to other Assessments all in accordance with the terms and conditions of the Declaration and further the Annual Assessments may be changed for 1998.

6. Any and All inquiries with respect to Assessments due and owing pursuant to the Declaration shall be addressed to the Community Association Manager for the Association:

Atlantic Gulf of Tampa  
 15310 Amberly Dr., Suite 220  
 Tampa, FL 33647  
 813/972-7475

IN WITNESS WHEREOF, the undersigned executes this instrument as of the date set forth above.

Witnesses:

Lori A. Rye  
Print Name Lori A. Rye  
Thomas E. Holcombe  
Print Name Thomas E. Holcombe

WEST MEADOWS PROPERTY OWNERS' ASSOCIATION, INC.

By: Harry Lerner  
Harry Lerner  
Its President

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of <sup>FEBRUARY</sup> ~~January~~, 1997, by Harry Lerner, President of West Meadows Property Owners' Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is known to me and who did not take an oath.

(Notarial Seal)



Thomas E. Holcombe  
MY COMMISSION # CCS23955 EXPIRES  
February 25, 2000  
BONDED THRU TROY FAH INSURANCE, INC.

Thomas E. Holcombe  
Print Name \_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

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INSTR # 98113800  
OR BK 09011 PG 1450  
RECORDED 04/29/98 03:50 PM  
RICHARD AKE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK L Evans

Prepared by and Return to  
James H. Shimberg, Jr.  
Holland & Knight *w/c*  
P.O. Box 1288  
Tampa, FL 33601-1288

**NOTICE OF ASSESSMENTS - 1998**

**WEST MEADOWS PROPERTY OWNERS' ASSOCIATION, INC.**

This Notice is made as of the 1st day of January 1998, by **WEST MEADOWS PROPERTY OWNERS' ASSOCIATION, INC.**, a Florida not for profit corporation ("Association").

**RECITALS:**

A. The Association is the not for profit corporation responsible for the operation and maintenance of certain lands commonly referred to as "West Meadows" pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements for West Meadows recorded in Official Records Book 8359, page 1515 of the public records of Hillsborough County, Florida, as amended, (the "Declaration").

B. Pursuant to the terms and conditions of the Declaration, the Association is authorized to levy certain Assessments (as more fully defined in the Declaration) against the Lots which are subject to the terms and conditions of the Declaration and which are due and payable from the Owners thereof.

C. The Declaration sets forth certain Maximum Annual Assessments and the Board is authorized to set the actual Annual Assessments for each year at an amount equal to or less than the maximum provided for in the Declaration.

D. In order to facilitate the transfer of Lots and to specifically put all third parties on notice as to the amount of the Annual Assessments due and owing with respect to the Lots subject to the Declaration, the Association hereby places a notice of the 1998 Annual Assessments, due and owing under the Declaration.

NOW THEREFORE, notice is hereby given that pursuant to the terms and conditions of Article VI of the Declaration, the following Annual Assessments are due:

1. The following Lots are commonly referred to as "Eagles Landing":  
  
Lots 1-33, Block 5, WEST MEADOWS, PARCEL 5, PHASE I, according to the plat thereof, as recorded in Plat Book 79, page 32, of the public records of Hillsborough County, Florida.

The Annual Assessment for the foregoing Lots for 1998 is \$185.00.

2. The following Lots are commonly referred to as "Mallard Landing":

Lots 1-44, Block 6, WEST MEADOWS, PARCEL 5, PHASE I, according to the plat thereof, as recorded in Plat Book 79, page 32, of the public records of Hillsborough County, Florida.

The Annual Assessment for the foregoing Lots for 1998 is \$185.00.

3. The following Lots are commonly referred to as "Hawks Landing":

Lots 1-17, Block 1, Lots 1-11, Block 2, Lots 1-11, Block 3 and Lots 1-18, Block 4, WEST MEADOWS, PARCEL 5, PHASE I, according to the plat thereof, as recorded in Plat Book 79, page 32, of the public records of Hillsborough County, Florida.

The Annual Assessment for the foregoing Lots for 1998 is \$185.00.

4. The following Lots are commonly referred to as "Watergrass":

Lots 1-14, Block 1, Lots 1-20, Block 2, Lots 1-11, Block 3, Lots 1-25, Block 4, Lots 1-4, Block 5, and Lots 1-4, Block 9, WEST MEADOWS, PARCEL 4, PHASES 1 and 2, according to the plat thereof, as recorded in Plat Book 79, page 31, of the public records of Hillsborough County, Florida.

The Annual Assessment for the foregoing Lots for 1998 is \$185.00.

5. The following lots are commonly referred to as "Strathmoor Estates Phase I":

Lots 1-6, Block 1, and Lots 41-78, Block 1, WEST MEADOWS PARCEL 6, PHASE 1 and PARCEL 11A, according to the plat thereof, as recorded in Plat Book 80, page 59, of the public Records of Hillsborough County, Florida.

The Annual Assessment for the foregoing Lots for 1998 is \$278.00.

6. The following lots are commonly referred to as "Hawthorne Estates":

Lots 1-12, Block 3, Lots 1-12, Block 4, Lots 1-6, Block 5, Lots 1-12, Block 6, Lots 1-14, Block 7, WEST MEADOWS PARCEL 6, PHASE 1 and PARCEL 11A, according to the plat thereof, as recorded in Plat Book 80, page 59, of the public Records of Hillsborough County, Florida.

The Annual Assessment for the foregoing Lots for 1998 is \$278.00.

Any other Lots which are from time to time subjected to the terms and conditions of the Declaration by recording of a Supplemental Declaration are also subject to the Annual Assessments set forth above for 1998. Provided however, pursuant to the terms of the Declaration, Atlantic Gulf of Tampa, Inc. ("Developer") is not subject to Assessments but is funding the deficit.

E. This notice is recorded only for the purposes of setting forth the 1998 Annual Assessments for Lots subject to the Declaration and shall not be construed as limiting any other Assessments or costs as set forth in the Declaration. All Lots may be subjected to other Assessments all in accordance with the terms and conditions of the Declaration and further the Annual Assessments may be changed for 1999.

F. Any and All inquiries with respect to Assessments due and owing pursuant to the Declaration shall be addressed to the Community Association Manager for the Association:

Greenacres Property, Inc.  
4131 Gunn Highway  
Tampa, FL 33624  
813/961-2203

IN WITNESS WHEREOF, the undersigned executes this instrument as of the date set forth above.

Witnesses:

WEST MEADOWS PROPERTY OWNERS' ASSOCIATION, INC.

[Signature]  
Print Name: DAVID A. WRIGHT

By: [Signature]  
Harry Lerner  
Its President

[Signature]  
Print Name: JOYCE SCHWARTZ

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 24 day of April, 1998, by Harry Lerner, President of West Meadows Property Owners' Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is known to me and who did not take an oath.

(Notarial Seal)

[Signature]  
Print Name JOYCE SCHWARTZ  
Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_



JOYCE SCHWARTZ  
My Commission CC427261  
Expires Feb 26 1999  
Bonded by HAI  
800-422 1555

**WRITTEN CONSENT OF THE BOARD OF DIRECTORS**  
**OF**  
**WEST MEADOWS PROPERTY OWNERS' ASSOCIATION, INC.**  
**A FLORIDA NOT-FOR PROFIT CORPORATION**

DATED as of September 4, 2003.

We, the undersigned, being all of the Directors of West Meadows Property Owners' Association, Inc., a Florida not-for-profit corporation (the "Association"), in accordance with Florida Statutes and in accordance with the Bylaws of the Association, severally waive all formal requirements, including the necessity of holding a formal or informal meeting, and any requirements that notice be given, and hereby consent to the adoption of the following resolution, agreeing that said resolution shall have the same force and effect as if unanimously adopted at a meeting of the Board of Directors (the "Board") at which all Directors were present.

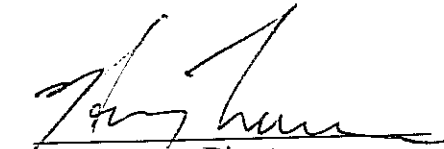
**WHEREAS**, the Board deems it in the best interest of the Association to revise its rules and procedures relative to the installation of satellite dishes and other antennas to comply with all applicable law, including the Federal Communications Commission.

**NOW, THEREFORE**, be it resolved, that **Section 5-6 (Satellite Dishes) of the Architectural Control Guidelines** be amended to read as follows:

Small satellite dishes, of one meter (39.37") maximum diameter, are permitted so long as they are mounted below the roofline. The installation of a satellite dish must be reviewed and approved by the ACC. The ACC preferred location is to the rear of the home, not visible from the street. In the event, and only in the event, that such location would result in a substantial degradation of signal as certified by the company installing such dish or if installation in such location would unreasonably increase the installation expense to the homeowner, it may be installed in an area visible from the street, with a goal to minimize its visual impact. For purposes of this section increased installation fees of \$100.00 or less are deemed to be reasonable. Ham radio antennas, short wave antennas, transmitting antennas or other transmitting devices are not permitted.

This action shall be effective immediately upon execution, and shall be filed with the minutes of proceedings of the Association.

**WHEREFORE**, the undersigned have executed this Written Consent as of the day set forth above.

  
\_\_\_\_\_  
Harry Lerner, Director

  
\_\_\_\_\_  
Margie King, Director

  
\_\_\_\_\_  
Timothy F. Mobley, Director

  
\_\_\_\_\_  
Jim Martin, Director

Prepared by and return to: ✓  
James H. Shimberg, Jr.  
Holland & Knight  
400 North Ashley Drive, Suite 2300  
Tampa, Florida 33602

REC 355 6:584  
924  
RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
WEST MEADOWS**

**(West Meadows Parcel 4, Phases 1 and 2)**

**[Fifty Foot (50') Lots]**

**THIS SUPPLEMENTAL DECLARATION** is made this 18th day of November, 1996, by **ATLANTIC GULF OF TAMPA, INC.**, a Florida corporation, hereinafter referred to as "Developer," who recites and provides:

**RECITALS:**

A. Developer has subjected certain lands owned by it to the Declaration of Covenants, Conditions, Restrictions and Easements for West Meadows, recorded in Official Records Book 8359, Page 1515 of the public records of Hillsborough County, Florida ("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 property to be annexed to the Declaration to reflect the different character of such lands.

C. On the date hereof, Developer has subjected certain property more fully described on Exhibit A attached hereto and made a part hereof ("Parcel 4, Phase I Land") to the Declaration and Developer desires to record this Supplemental Declaration to subject the Parcel 4, Phase I Land to the additional terms set forth herein.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby declares as follows:

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1. Subject Land. The Parcel 4, Phase I Land was subjected to the terms and conditions of the Declaration and by the recording of this Supplemental Declaration, the Parcel 4, Phase I Land is hereby subjected to the additional terms and conditions set forth herein, all of which shall be covenants running with the land and shall be binding upon and inure to the benefit of all owners of all or any part of the Parcel 4, Phase I Land, their successors, assigns and mortgagees.

All capitalized terms contained in this Supplemental Declaration shall have the same definitions as set forth in the Declaration.

2. Architectural Guidelines. With respect to the review required under Article VII of the Declaration, the ACC or Developer, as applicable, shall consider the following provisions in connection with their respective reviews, together with any architectural guidelines issued by the ACC or Developer from time to time. Specific references to the ACC or Developer in these provisions shall not be construed as a limitation of the general review power of the ACC or Developer, as set forth in the Declaration.

a. Building Type. No building shall be erected, altered, placed or permitted to remain on and Lot or Reconfigured Lot, other than one detached single family Residence which shall not exceed thirty five (35') feet in height and shall have a private and enclosed garage for not less than two (2) cars.

b. Minimum Residence Size. All Residences constructed on the Parcel 4, Phase I shall contain a minimum of one thousand three hundred (1,300) square feet of heated and air conditioned space, excluding all patios, balconies, decks, garages.

c. Set Backs. All Residences in the Parcel 4, Phase I Land shall be located within the following set back restrictions:

Front yard set backs	-	20 feet
Side yard set backs	-	5 feet
Interior lot rear yard set backs	-	20 feet
Corner lot side yard set backs	-	15 feet
Corner lot rear yard set backs	-	12 feet

In addition to the foregoing, all Lots fronting the subdivision internal collector road shall have twenty five foot (25') front yard set back restrictions from the road right of way. The rear yard set back restrictions for all Lots where the rear lot line is contiguous with West Meadows Boulevard shall be thirty five feet (35').

The foregoing set back requirements may be waived by a written instrument executed by the Developer or ACC as Developer or ACC may deem necessary and convenient in their sole discretion.

d. Roofs. All Residences in the Parcel 4, Phase I Land shall have a roof pitch of at least 6/12. Flat roofs and protrusions through roofs for power ventilators or other apparatus shall not be permitted unless approved by Developer, in its sole discretion, as a part of the Initial Improvements. Roofing and shingle material shall be approved by Developer as to color and material. Any reroofing or reshingling of the Residence other than with the same materials and same color shall be approved by the ACC.

e. Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television, shall be run underground from the connecting points to the Residence in a manner acceptable to the governing utility authority.

f. Garages. All Residences shall be constructed with a garage which will house at least two (2) but no more than three (3) vehicles. No carports will be permitted unless approved by Developer or the ACC, as applicable. Garage doors shall be kept closed except when automobiles are entering or leaving the garage. No garage shall at any time be used as a Residence or converted to become part of the Residence, except if another garage is constructed in compliance with the provisions hereof. Provided, however, a garage may be used by Developer or builder as a sales office during the marketing of the Property.

g. Driveway Construction. All Residences shall have a paved driveway of stable and permanent construction of a width of at least sixteen (16) feet, but not less than door to door width, at the entrance of the garage. All driveways must be constructed with approved materials.

h. Fences and Walls. Without limiting the provisions of any other term hereof, the composition and location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets. Any fence, wall, hedge or other similar structure must be included in the Plan submitted to the ACC with respect to the location, height and type of material and must be approved by the ACC.

i. Ancillary Structures. Unless approved by Developer or the ACC, as applicable, as to use, location and architectural design, no garage, tool, guest quarters, or storage buildings can be constructed separate and apart from the Residence, nor can any such structures be constructed prior to construction of the Residence. Any such permitted ancillary structures, such as detached garages, guest quarters, or storage buildings shall be constructed of the same materials and in the same architectural style as the Residence, and shall be subject to the same setback lines, approvals of the ACC, and other restrictions applicable to the Residence itself.

j. Antennae and Other Devices. Unless prior written approval has been obtained from Developer or the ACC, as applicable, no exterior radio or television antenna, satellite dish or other receiving or transmitting device, antenna, aerial, solar panel or other solar collector, windmill, or any similar, exterior structure or apparatus may be erected or maintained anywhere within the Property. In considering whether to approve such devices, the ACC shall consider the size of the device and whether it is visible from other Lots or any road.

k. Artificial Vegetation. No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot within the Parcel 4, Phase I Land, unless approved by Developer or the ACC.

l. Lighting. No external lighting shall be installed without the prior approval of Developer or the ACC, as applicable. No lighting will be permitted which alters the residential character of the Property.

m. Recreational Structures. All basketball backboards, tennis courts, and play structures shall be located at the rear of the Residence or on the inside portion of corner Lots within the setback lines, provided however, any basketball backboards shall be located so as to minimize noise to adjoining Residences and no basketball backboards may be installed adjacent to the street or on any cul-de-sac. No platform, doghouse, tennis court, playhouse, or play fort shall be constructed on any part of a Lot located in front of the rear line of the Residence, and any such structure shall have prior approval of Developer or the ACC, as applicable. Any portion of a Reconfigured Lot used for recreational purposes must be adequately screened in the front and sides by landscaping, fencing or walls, as approved by the ACC or Developer, as applicable, so that such uses shall not be visible from any road.

n. Window Air Conditioners. No window or wall air conditioning units will be permitted. All air conditioner compressors shall be screened from view, insulated by a fence, wall or shrubbery so as to minimize noise.

o. Window Coverings. No reflective window coverings or treatments shall be permitted on any Residence within the Parcel 4, Phase I Land. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards in the area where the Lot is located.

p. Mailboxes. No mailbox, paper box or other receptacle of any kind for any use in the delivery of mail, newspapers, magazines, packages, or similar materials shall be erected on any Lot without the approval of the ACC or Developer, as applicable, as to style and location. If required by the U. S. Postal Service, mail delivery may be made to a centralized box location at any time that the U. S. Postal Services requires a change in the method of delivery. Owners shall install the required receptacles as approved by the ACC.

q. Energy Conservation. Solar energy and other energy conservation devices are not prohibited or discouraged, but the design and appearance of such devices will be closely scrutinized and controlled by the ACC or Developer, as applicable, to assure consistency with the aesthetic standards of the Property. Use of clotheslines or other exterior clothes drying facilities shall not be permitted on the Common Property or any other part of the Property where they would be visible from any road or Lots.

r. Interference with Roads or Easements. Without limiting or qualifying the other provisions of this Declaration, nothing shall be erected, constructed, planted, or otherwise placed in such a position so as to create a hazard or block the vision of motorists upon any public roads within or adjacent to the Property. No modification, alteration, or improvement shall interfere with the easements or other rights set forth in this Declaration.

s. Special Taxing District. Developer or the City of Tampa may impose on the Parcel 5, Phase I land a Special Taxing District for maintenance of the street lights, and to pay the power bill for the street lights and Builder agrees to join in same if Builder owns any of the Lots at the time the District is created.

3. Amendments and Modifications. The Board of Directors and the ACC may from time to time adopt and amend rules and regulations governing the details of the operation, use, maintenance and control of the Residences, Lots, Common Property and any facilities or services made available to the Owners. A copy of the rules and regulations adopted from time to time as herein provided shall be given to each Owner.

4. Compliance. It shall be the responsibility of all Owners, family members of Owners, and their authorized guests and tenants to conform with and abide by the rules and regulations in regard to the use of the Residences, Lots, and Common Property which may be adopted in writing from time to time by the Board of Directors and the ACC, and to see that all persons using the Owner's Lot(s) do likewise.

5. Personal Services. The employees of the Association shall not be required to attend to any personal matters or business of Owners, nor shall they be permitted to leave the Property on any private business of Owners. The uses and functions of such employees shall be governed by the Board of Directors. In the event personal services are provided to Owners by any employees of the Association, the Association will not assume any responsibility or be liable for, in any manner, the quality of such services or work provided, nor shall it warrant such services or work. In addition, the Association shall not be liable for any injury to persons or damage to property resulting from any act or omission by those performing such personal work or services for Owners.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed in its name, the day and year first above written.

Signed, sealed and delivered in the presence of:

ATLANTIC GULF OF TAMPA, INC.

[Signature]  
Print Name GLENN REARDIN

By: [Signature]  
Print Name J. THOMAS GILLETTE III  
Its President

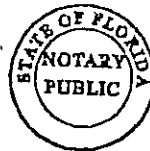
[Signature]  
Print Name J. ADAM ASABAUST

STATE OF FLORIDA

COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of November, 1996, by J. Thomas Gillette as the President of Atlantic Gulf of Tampa, Inc., a Florida corporation, for and on behalf of said corporation. He is personally known to me and did not take an oath.

[Signature]  
Notary Public, State of Florida  
Print Name SHARON A. HUDSON  
My commission expires: 12/11/99  
Commission No.: CC499074



SHARON A. HUDSON  
My Comm Exp. 12/11/99  
Bonded By Service Ins  
No. CC499074  
 Personally Known     Other I.D.

WEST MEADOWS PARCEL 4 PHASES 1 & 2  
(PLAT)

DESCRIPTION: A parcel of land lying in Section 12, Township 27 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Southwest corner of said Section 12, run thence along the South boundary of said Section 12, S.89°59'43"E., 884.04 feet to the POINT OF BEGINNING; thence N.00°00'17"E., 506.94 feet; thence N.25°09'00"W., 542.83 feet; thence N.11°42'34"E., 456.29 feet to a point on a curve, on the Southerly right-of-way line of NEW TAMPA BOULEVARD, as recorded in Official Record Book 8357, Page 1937, Public Records of Hillsborough County, Florida; thence along said Southerly right-of-way line of NEW TAMPA BOULEVARD, the following four (4) courses: 1) Easterly, 243.98 feet along the arc of a curve to the left having a radius of 5075.00 feet and a central angle of 02°45'16" (chord bearing S.79°40'04"E., 243.96 feet) to a point of tangency; 2) S.81°02'42"E., 425.00 feet to a point of curvature; 3) Easterly, 644.68 feet along the arc of a curve to the right having a radius of 4925.00 feet and a central angle of 07°30'00" (chord bearing S.77°17'42"E., 644.22 feet) to a point of tangency; 4) S.73°32'42"E., 238.96 feet; thence S.16°27'18"W., 1173.99 feet to a point on the aforesaid South boundary of Section 12; thence along said South boundary of Section 12, N.89°59'43"W., 1046.85 feet to the POINT OF BEGINNING.

Containing 39.785 acres, more or less.

AGC-WM-022  
WP-???:WM4-12P  
VR  
WFS

December 28, 1995  
November 20, 1996

JOINDER TO SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR WEST MEADOWS

American Heritage Homes USA, Inc., a Delaware corporation, hereby joins in and consents to the Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for West Meadows (West Meadows Parcel 4, Phases 1 and 2) (the "Declaration") and agrees that the property described in Exhibit "A" attached hereto shall be subject to all of the terms, conditions, restrictions and limitations contained in the Declaration.

IN WITNESS WHEREOF, this Joinder and Consent has been executed as of the 16th day of October, 1996.

Signed in the presence of two witnesses

AMERICAN HERITAGE HOMES USA, INC., a Delaware corporation

(Sign) [Signature]  
(Print) William A. Sullivan

By: [Signature]  
John Laguardia as its  
President

(CORPORATE SEAL)

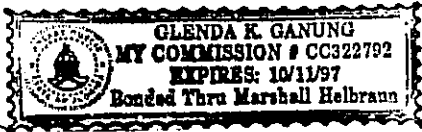
(Sign) [Signature]  
(Print) Betty B Lawson

STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 16th day of October, 1996, by John Laguardia, President of American Heritage Homes USA, Inc., a Delaware corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)



[Signature]  
Printed/Typed Name: Glenda K. Ganung  
Notary Public-State of Florida  
Commission Number: CC322792

WEST MEADOWS PARCEL 4 PHASES 1 AND 2  
PROPOSED LOTS 2, 3, 4, 5 AND 6, BLOCK 3  
(MODEL CENTER)

DESCRIPTION: All of Lots 2 through 6, inclusive, Block 3 of the Proposed plat of WEST MEADOWS PARCEL 4 PHASES 1 AND 2, lying in Section 12, Township 27 South, Range 19 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Southwest corner of said Section 12, run thence along the South boundary of said Section 12, S.89°59'43"E., 884.04 feet to the Southwest corner of the aforesaid WEST MEADOWS PARCEL 4 PHASES 1 AND 2; thence along the Westerly boundary of said WEST MEADOWS PARCEL 4 PHASES 1 AND 2 the following two (2) courses: 1) N.00°00'17"E., 506.94 feet; 2) N.25°09'00"W., 238.46 feet to a point on a curve; thence Northeasterly, 164.56 feet along the arc of a curve to the left having a radius of 475.00 feet and a central angle of 19°51'00" (chord bearing N.54°55'30"E., 163.74 feet) to a point of tangency; thence N.45°00'00"E., 124.00 feet to the POINT OF BEGINNING; thence continue, N.45°00'00"E., 6.00 feet to a point of curvature; thence Northeasterly, 306.19 feet along the arc of a curve to the left having a radius of 475.00 feet and a central angle of 36°56'00" (chord bearing N.26°32'00"E., 300.92 feet); thence N.81°56'00"W., 151.88 feet; thence S.09°05'16"E., 7.65 feet; thence S.15°35'55"W., 80.76 feet; thence S.42°28'53"W., 56.64 feet; thence S.37°49'48"W., 69.27 feet; thence S.45°00'00"E., 159.74 feet to the POINT OF BEGINNING.

**CONSENT IN LIEU OF THE ORGANIZATIONAL MEETING  
OF THE BOARD OF DIRECTORS  
OF WEST MEADOWS PROPERTY OWNERS ASSOCIATION, INC.**

Pursuant to Sections 617.0205, Florida Statutes, the undersigned board of directors of West Meadows Property Owners Association, Inc. adopts the following resolutions by written consent, in lieu of holding an organizational meeting of the directors of the corporation:

ARTICLES OF INCORPORATION

RESOLVED, that the articles of incorporation of the corporation, as filed with the Florida Department of State on January 15, 1997, are approved; and

FURTHER RESOLVED, that a duplicate original of the articles of incorporation of the corporation, certified by the Florida Secretary of State, shall be inserted as the first document in the minute book of the corporation as part of its permanent records.

BYLAWS

RESOLVED, that the bylaws, a copy of which is filed in the minute book immediately following the certified copy of the Articles of Incorporation, are approved and adopted as the bylaws of the corporation.

ELECTION OF OFFICERS

RESOLVED, that each of the following persons is elected to the corporate office indicated opposite his or her name below, to serve for the term provided in the bylaws, and until his or her successor is elected and qualified, or until his or her earlier death, resignation, or removal from office:

Harry Lerner	President
Marcia H. Langley	Vice President/Treasurer
Joel K. Goldman	Vice President/Secretary

BANK ACCOUNTS, CREDIT CARDS,  
AND CORPORATE BORROWING

RESOLVED, that the president, vice president, and treasurer of the corporation are authorized, at their discretion and without further action by the board of directors:

1. To open, maintain, or discontinue accounts of the corporation with any bank or trust company;

2. To deposit or cause to be deposited in those banks or trust companies any of the funds of the corporation;

3. To designate the person or persons authorized to draw on those accounts;

4. To authorize banks and trust companies in which the corporation maintains accounts to accept for deposit in those accounts checks and drafts made payable to the order of the corporation;

5. To prescribe such rules and conditions pertaining to the accounts as they consider necessary or desirable to protect the interest of the corporation; and

6. To borrow funds on behalf of this corporation, upon such terms and conditions as they deem appropriate in their absolute discretion.

FURTHER RESOLVED, that the secretary of the corporation is authorized to certify any standard bank, credit card, or loan resolution necessary to effectuate the foregoing authorizations and to insert copies of those resolutions in the minute books of the corporation as part of its permanent records.

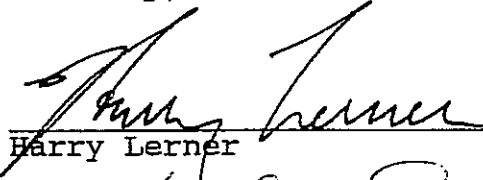
#### ORGANIZATION EXPENSES

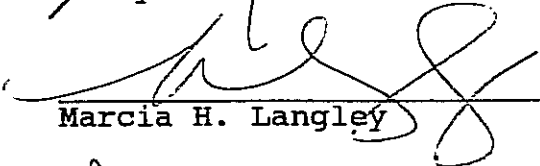
RESOLVED, that the appropriate officers of the corporation are authorized to pay all organizational fees and expenses of the corporation and to reimburse any person or persons who have paid such fees and expenses on behalf of the corporation.

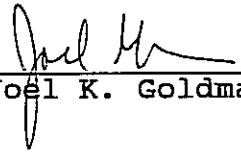
#### EXEMPT PURPOSE

RESOLVED, that the officers are authorized and directed to take all actions necessary to obtain an employer identification number and apply for exempt status under the appropriate section of the Internal Revenue Code.

IN WITNESS THEREOF the undersigned directors have executed this consent as of the 13<sup>th</sup> day of February, 1997.

  
\_\_\_\_\_  
Harry Lerner

  
\_\_\_\_\_  
Marcia H. Langley

  
\_\_\_\_\_  
Joel K. Goldman

TPA2-403869